

## THIS DOCUMENT CONTAINS THE FOLLOWING:

- 1. Terms of Website Use
- 2. Acceptable Use Policy
- 3. Privacy Policy
- 4. Cookie Policy
- 5. Terms & Conditions of Supply

#### 1. TERMS OF WEBSITE USE

# PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE

#### **Terms of Website Use**

This terms of use (together with the documents referred to in it) tells you the terms of use on which you may make use of our website https://theparsnipship.co.uk (**our site**), whether as a guest or a registered user. Use of our site includes accessing, browsing, or registering to use our site.

Please read these terms of use carefully before you start to use our site, as these will apply to your use of our site. We recommend that you print a copy of this for future reference.

By using our site, you confirm that you accept these terms of use and that you agree to comply with them.

If you do not agree to these terms of use, you must not use our site.

# **Other Applicable Terms**

These terms of use refer to the following additional terms, which also apply to your use of our site:

- Our <u>Privacy Policy</u>, which sets out the terms on which we process any personal data we
  collect from you, or that you provide to us. By using our site, you consent to such
  processing and you warrant that all data provided by you is accurate.
- Our <u>Acceptable Use Policy</u>, which sets out the permitted uses and prohibited uses of our site. When using our site, you must comply with this Acceptable Use Policy.



• Our Cookie Policy, which sets out information about the cookies on our site.

If you purchase goods from our site, our <u>Terms and conditions of supply</u> will apply to the sales.

#### Information about us

theparsnipship.co.uk is a site operated by The Parsnipship Ltd ("We"). We are registered in England and Wales under company number 6853816 and have our registered office at Bwlch Blaen Corn, Ffarmers, Llanwrda, SA19 8JU. Our main trading address is Unit C, Penllwyngwent, Saville Road, Ogmore Vale, Bridgend, CF32 7AX. Our VAT number is UK123014181.

We are a limited company.

## **Changes to these terms**

We may revise these terms of use at any time by amending this page.

Please check this page from time to time to take notice of any changes we made, as they are binding on you.

## Changes to our site

We may update our site from time to time, and may change the content at any time. However, please note that any of the content on our site may be out of date at any given time, and we are under no obligation to update it.

We do not guarantee that our site, or any content on it, will be free from errors or omissions.

#### Accessing our site

Our site is made available free of charge.

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. Access to our site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our site without notice. We will not be liable to you if for any reason our site is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to our site.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

Our site is directed to people residing in the United Kingdom. We do not represent that content available on or through our site is appropriate or available in other locations. We may limit the availability of our site or any service or product described on our site to any person or geographic area at any time. If you choose to access our site from outside the United Kingdom, you do so at your own risk.

## Your account and password

If you choose, or you are provided with, a user identification code, password or any other



piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at <a href="mailto:admin@theparsnipship.co.uk">admin@theparsnipship.co.uk</a>

## **Intellectual property rights**

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

You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

## No reliance on information

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up-to-date.

### Limitation of our liability

Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our site or any content on it, whether express or implied.



We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, our site; or
- use of or reliance on any content displayed on our site.

If you are a business user, please note that in particular, we will not be liable for:

- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

If you are a consumer user, please note that we only provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any content on it, or on any website linked to it.

We assume no responsibility for the content of websites linked on our site. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any goods by use to you, which will be set out in our <u>Terms and conditions of supply</u>.

# Uploading content to our site

Whenever you make use of a feature that allows you to upload content to our site, or to make contact with other users of our site, you must comply with the content standards set out in our <u>Acceptable Use Policy</u>.

You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. [If you are a consumer user, this means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.]



Any content you upload to our site will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us [and other users of the Site] a limited licence to use, store and copy that content and to distribute and make it available to third parties. The rights you license to us are described in the next paragraph (Rights you licence).

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.

We will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other user of our site.

We have the right to remove any posting you make on our site if, in our opinion, your post does not comply with the content standards set out in our <u>Acceptable Use Policy</u>.

The views expressed by other users on our site do not represent our views or values.

You are solely responsible for securing and backing up your content.

# Rights you licence

When you upload or post content to our site, you grant the following licenses:

- A worldwide, non-exclusive, royalty-free, transferable licence to use, reproduce, distribute, prepare derivative works of, display, and perform that content in connection with the services provided by our site and across different media and to promote the site or services; and
- A worldwide, non-exclusive, royalty-free, transferable licence to allow third parties to use the content for their purposes.

We will only ever use your materials to carry out your instructions to us – unless, very exceptionally, a court or other regulator orders us to disclose them.

#### Viruses

We do not guarantee that our site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform in order to access our site. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those



authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

## Linking to our site

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our site in any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with the content standards set out in our <u>Acceptable Use Policy</u>.

If you wish to make any use of content on our site other than that set out above, please contact <a href="mailto:admin@theparsnipship.co.uk">admin@theparsnipship.co.uk</a>

## Third party links and resources in our site

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only.

We have no control over the contents of those sites or resources.

## **Applicable Law**

If you are a consumer, please note that these terms of use, its subject matter and its formation, are governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these terms of use, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

## **Contact Us**

To contact us, please email admin@theparsnipship.co.uk

Thank you for visiting our site.

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#### 2. ACCEPTABLE USE POLICY

This acceptable use policy sets out the terms between you and us under which you may access our website <a href="theparsnipship.co.uk">theparsnipship.co.uk</a> (our site). This acceptable use policy applies to all users of, and visitors to, our site.

Your use of our site means that you accept, and agree to abide by, all the policies in this acceptable use policy, which supplement our terms of website use.

theparsnipship.co.uk is a site operated by The Parsnipship Ltd (**we** or **us**). We are registered in England and Wales under company number 6853816 and we have our registered office at Bwlch Blaen Corn, Ffarmers, Llanwrda, SA19 8JU. Our main trading address is Unit C, Penllwyngwent, Saville Road, Ogmore Vale, Bridgend, CF32 7AX. Our VAT number is UK123014181.

#### **Prohibited uses**

You may use our site only for lawful purposes. You may not use our site:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our <u>content standards</u>.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

## You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of our <u>terms of website use</u>.
- Not to access without authority, interfere with, damage or disrupt:
  - any part of our site;
  - any equipment or network on which our site is stored;
  - any software used in the provision of our site; or
  - any equipment or network or software owned or used by any third party.

## **Interactive services**



We may from time to time provide interactive services on our site, including, without limitation:

#### Blogs

Where we do provide any interactive service, we will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical).

We will do our best to assess any possible risks for users (and in particular, for children) from third parties when they use any interactive service provided on our site, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on our site, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not.

The use of any of our interactive services by a minor is subject to the consent of their parent or guardian. We advise parents who permit their children to use an interactive service that it is important that they communicate with their children about their safety online, as moderation is not foolproof. Minors who are using any interactive service should be made aware of the potential risks to them.

Where we do moderate an interactive service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

## **Content standards**

These content standards apply to any and all material which you contribute to our site (**contributions**), and to any interactive services associated with it.

You must comply with the spirit and the letter of the following standards. The standards apply to each part of any contribution as well as to its whole.

#### Contributions must:

- Be accurate (where they state facts).
- Be genuinely held (where they state opinions).
- Comply with applicable law in the UK and in any country from which they are posted.

## Contributions must not:

- Contain any material which is defamatory of any person.
- Contain any material which is obscene, offensive, hateful or inflammatory.
- Promote sexually explicit material.
- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.



- Infringe any copyright, database right or trade mark of any other person.
- Be likely to deceive any person.
- Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal activity.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
- Give the impression that they emanate from us, if this is not the case.
- Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

## **Suspension and termination**

We will determine, in our discretion, whether there has been a breach of this acceptable use policy through your use of our site. When a breach of this policy has occurred, we may take such action as we deem appropriate.

Failure to comply with this acceptable use policy constitutes a material breach of the <u>terms of use</u> upon which you are permitted to use our site, and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our site.
- Immediate, temporary or permanent removal of any posting or material uploaded by you to our site.
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

We exclude liability for actions taken in response to breaches of this acceptable use policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

#### Changes to the acceptable use policy



We may revise this acceptable use policy at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are legally binding on you. Some of the provisions contained in this acceptable use policy may also be superseded by provisions or notices published elsewhere on our site.

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#### 3. PRIVACY POLICY

This is the privacy notice of The Parsnipship Ltd.

We respect your privacy and are determined to protect your personal data. The purpose of this privacy notice is to inform you as to how we look after your personal data when you visit our website (regardless of where you visit it from). We'll also tell you about your privacy rights and how the data protection law protects you.

If you need to contact us about anything related to this privacy notice you can email Flo Ticehurst at <a href="mailto:admin@theparsnipship.co.uk">admin@theparsnipship.co.uk</a> or write to us at: Unit C, Penllwyngwent, Saville Road, Ogmore vale, Bridgend, CF32 7AX

## 1. Who we are and important information

## What is the purpose of this privacy notice?

This privacy notice aims to give you information on how we collect and process your personal data through your use of this website, including any data you may provide through this website when you sign up to our newsletter or purchase our products.

This website is not intended for children and we do not knowingly collect data relating to children.

You must read this privacy notice together with any other privacy notice we may provide on specific occasions when we are collecting or processing personal data about you so that you are fully aware of how and why we are using your data. This privacy notice supplements the other notices and is not intended to override them.

# **Data controller**

The Parsnipship Ltd is the controller and responsible for your personal data (collectively referred to as "The Parsnipship", "we", "us" or "our" in this privacy notice). Our contact details are Unit C, Penllwyngwent, Saville Road, Ogmroe Vale, Bridgend, CF32 7AX, tel: 01656 857130. For all data matters contact Flo Ticehurst: <a href="mailto:admin@theparsnipship.co.uk">admin@theparsnipship.co.uk</a> The Parsnipship Ltd is the controller and responsible for this website.



# Third-party links outside of our control

This website may include links to third-party websites, plug-ins and applications. Clicking on those links or enabling those connections may allow third parties to collect or share data about you. We do not control these third-party websites and are not responsible for their privacy statements.

When you leave our website, we encourage you to read the privacy notice of every website you visit.

## 2. The personal data we collect about you

Personal data, or personal information, means any information about an individual from which that person can be identified. You can find out more about personal data from the Information Commissioners Office

We may collect, use, store and transfer different kinds of personal data about you which we have grouped together as follows:

- Identity Data includes First and Last Name
- Contact Data includes Billing address, delivery address, email address, telephone numbers
- Technical Data includes data about how you use our website, IP address, login details
  (for our website), data about your browser, data about length of visit to pages on our
  the website, pages views and navigation paths, details about the number of times you
  use our website, time zone settings, and other technology on the devices you use to
  access our website

We do not collect any **Special Categories of Personal Data** about you (this includes details about your race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, information about your health and genetic and biometric data). Nor do we collect any information about criminal convictions and offences.

## If you fail to provide personal data

Where we need to collect your personal data by law, or under the terms of a contract we have with you and you fail to provide that data when requested, we may not be able to perform the contract we have or are trying to enter into with you (for example, to provide you with goods or services). In this case, we may have to cancel a product or service you have with us but we will notify you if this is the case at the time.

## 3. How we collect your personal data

You may give us your identity, contact & financial data by filling in forms or by corresponding with us by post, phone, email or otherwise. This includes personal data you provide when you:



- Purchase our products or services;
- Visit or create an account on our website;
- Subscribe to our service or publications;
- Request marketing to be sent to you.

## 4. How we use your personal data

We will only use your personal data when the law allows us to. Most commonly, we will use your personal data in the following circumstances:

- **Performance of Contract** this means processing your data where it is necessary for the performance of a contract to which you are a party or to take steps at your request before entering into such a contract.
- **Legitimate Interest** this means the interest of our business in conducting and managing our business to enable us to give you the best service/product and the most secure experience. We make sure we consider and balance any potential impact on you (both positive and negative) and your rights before we process your personal data for our legitimate interests. We do not use your personal data for activities where our interests are overridden by the impact on you (unless we have your consent or are otherwise required or permitted to by law).
- To comply with a legal or regulatory obligation this means processing your personal data where it is necessary for compliance with a legal or regulatory obligation that we are subject to.

Generally we do not rely on consent as a legal basis for processing your personal data other than in relation to sending third party direct marketing communications to you via email or text message. You have the right to withdraw consent to marketing at any time by contacting Flo Ticehurst at <a href="mailto:admin@theparsnipship.co.uk">admin@theparsnipship.co.uk</a>

### Purposes for which we will use your personal data

We have set out below, in a table format, a description of the ways we plan to use your personal data, with the legal bases we rely on to do so.

Note that we may process your personal data for more than one lawful ground depending on the specific purpose for which we are using your data.

Purpose/Activity	Type of data	Lawful basis for processing including basis of legitimate interest
If you purchase from our online shop	<ul><li>(a) identity &amp; (b) contact information</li><li>(c) financial details</li></ul>	Performance of a contract with you  Take payment, and give refunds
		To prevent and detect fraud against either you or us – unfortunate, but absolutely



		essential
		Regarding your payment information We do not store or process your card details ourselves, they are processed and stored via our contracted third party service provider (Stripe). We encrypt your payment card details in your browser and securely transfer this data to our third party payment provider to process a payment.
Using our website	c) Technical Data	To analyse the use of our website, to administer and protect our business and website, and decide on our marketing strategy
If you subscribe to receive news and offers from us via our homepage sign up form	a) Identity b) Contact	To send you information about new products and promotions, which is in our legitimate interests to do so to improve our offering to you and to grow our business. We will always offer a way out of receiving our marketing messages.

## Marketing

We strive to provide you with choices regarding certain personal data uses, particularly around marketing and advertising.

### **Opting out**

You can ask us to stop sending you marketing messages at any time by following the opt-out links on any marketing message sent to you or by emailing Flo Ticehurst at <a href="mailto:admin@theparsnipship.co.uk">admin@theparsnipship.co.uk</a>.

## Third-party marketing

We **will never** share your personal data with any company outside The Parsnipship Ltd for marketing purposes.

#### **Cookies**

You can set your browser to refuse all or some browser cookies, or to alert you when websites set or access cookies. If you disable or refuse cookies, please note that some parts of this website may become inaccessible or not function properly. For more information about the cookies we use, please see our Cookie Policy.

# **Change of purpose**

We will only use your personal data for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose.



If we need to use your personal data for an unrelated purpose, we will notify you and we will explain the legal basis which allows us to do so.

Please note that we may process your personal data without your knowledge or consent, in compliance with the above rules, where this is required or permitted by law.

## 5. Who we share your personal data with

We may have to share your personal data with the parties set out below for the purposes set out in the table in paragraph 4 above.

- Internal Third Parties i.e. staff members involved in fulfilling your order
- External Third Parties Service
  - Providers Stripe based in EU who provide payment services for our website.
  - Providers <u>Mailchimp</u> based in the US who we use to provide email marketing services.
  - Professional advisers acting as processors or joint controllers including lawyers, bankers, auditors and insurers based in the UK who provide banking, legal, insurance and accounting services.
  - HM Revenue & Customs, regulators and other authorities acting as processors or joint controllers based in the United Kingdom who require reporting of processing activities in certain circumstances.
  - Third parties to whom we may choose to sell, transfer, or merge parts of our business or our assets. Alternatively, we may seek to acquire other businesses or merge with them. If a change happens to our business, then the new owners may use your personal data in the same way as set out in this privacy notice.

We require all third parties to respect the security of your personal data and to treat it in accordance with the law. We do not allow our third-party service providers to use your personal data for their own purposes and only permit them to process your personal data for specified purposes and in accordance with our instructions.

#### 6. International transfers

Your data is transferred outside of the EEA only via our use of <u>Mailchimp</u> which we use for our email marketing services. <u>MailChimp</u> participates in and has certified its compliance with the EU-U.S. Privacy Shield Framework and the Swiss-U.S. Privacy Shield Framework – their privacy policy is available <u>here</u> or via their website.

# 7. Data security

We have put in place appropriate security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, we limit access to your personal data to those employees, agents, contractors and other third



parties who have a business need to know. They will only process your personal data on our instructions and they are subject to a duty of confidentiality.

We have put in place procedures to deal with any suspected personal data breach and will notify you and any applicable regulator of a breach where we are legally required to do so.

#### 8. Data retention

We will only retain your personal data for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements.

To determine the appropriate retention period for personal data, we consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal requirements.

By law we have to keep basic information about our customers (including Contact, Identity, Financial and Transaction Data) for six years after they cease being customers for tax purposes.]

In some circumstances you can ask us to delete your data: see **Your legal rights** below for further information.

In some circumstances we may anonymise your personal data (so that it can no longer be associated with you) for research or statistical purposes in which case we may use this information indefinitely without further notice to you.

## 9. Your legal rights

Unless subject to an exemption under the data protection laws, you have the following rights with respect to your personal data:

- The right to request a copy of the personal data which we hold about you;
- The right to request that we correct any personal data if it is found to be inaccurate or out of date;
- The right to request your personal data is erased where it is no longer necessary to retain such data;
- The right to withdraw your consent to the processing at any time, where consent was the lawful basis for processing your data;
- The right to request that we provide you with your personal data and where possible, to transmit that data directly to another data controller, (known as the right to data portability), where applicable 9i.e. where our processing is based on consent or is necessary for the performance of our contract with you or where we process your data by automated means);
- The right, where there is a dispute in relation to the accuracy or processing of your personal data, to request a restriction is placed on further processing;
- The right to object to our processing of personal data, where applicable i.e. where processing is based on our legitimate interests (or in performance of a task in the public



interest/exercise of official authority); direct marketing or processing for the purposes of scientific/historical research and statistics).

If you wish to exercise any of the rights set out above, please contact Flo Ticehurst at <a href="mailto:admin@theparsnipship.co.uk">admin@theparsnipship.co.uk</a>

## No fee required – with some exceptions

You will not have to pay a fee to access your personal data (or to exercise any of the other rights). However, we may charge a reasonable admin fee if your request is clearly unfounded, repetitive or excessive. Alternatively, we may refuse to comply with your request in these circumstances.

## What we may need from you

We may need to request specific information from you to help us confirm your identity and ensure your right to access your personal data (or to exercise any of your other rights). This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response.

## Time limit to respond

We try to respond to all legitimate requests within one month. Occasionally it may take us longer than a month if your request is particularly complex or you have made a number of requests. In this case, we will notify you and keep you updated.

## 10. Changes to this notice and your duty to inform us of changes

This version was last updated on 23/05/18

From 25 May 2018 there will be changes in data protection laws and we will then be able to respond to some of your requests (for example, a request for the transfer of your personal data). We are still working towards getting our systems ready for some of these changes. Please keep us informed if your personal data changes during your relationship with us. It is important that the personal data we hold about you is accurate and current.

# 11. Queries, requests or concerns

To exercise all relevant rights, queries or complaints in relation to this policy or any other data protection matter between you and us, please in the first instance contact Flo Ticehurst at <a href="mailto:admin@theparsnipship.co.uk">admin@theparsnipship.co.uk</a>

If this does not resolve your complaint to your satisfaction, you have the right to lodge a complaint with the <u>Information Commissioners Office</u> on 03031231113 or via email <a href="https://ico.org.uk/global/contact-us/email/">https://ico.org.uk/global/contact-us/email/</a> or at the Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF, England, UK.



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## 4. COOKIE POLICY

#### Information about our use of cookies

Our website uses cookies to distinguish you from other users of our website. This helps us to provide you with a good experience when you browse our website and also allows us to improve our site. [By continuing to browse the site, you are agreeing to our use of cookies.]

A cookie is a small file of letters and numbers that we store on your browser or the hard drive of your computer if you agree. Cookies contain information that is transferred to your computer's hard drive. To find out more about cookies including what cookies have been set and about how to manage and delete them visit <a href="www.allaboutcookies.org">www.allaboutcookies.org</a>

We use the following cookies:

- **Strictly necessary cookies.** These are cookies that are required for the operation of our website. They include, for example, cookies that enable you to log into secure areas of our website, use a shopping cart or make use of e-billing services.
- Analytical/performance cookies. They allow us to recognise and count the number of
  visitors and to see how visitors move around our website when they are using it. This
  helps us to improve the way our website works, for example, by ensuring that users are
  finding what they are looking for easily.
- **Functionality cookies.** These are used to recognise you when you return to our website. This enables us to personalise our content for you, greet you by name and remember your preferences (for example, your choice of language or region).
- **Targeting cookies.** These cookies record your visit to our website, the pages you have visited and the links you have followed. We will use this information to make our website and the advertising displayed on it more relevant to your interests. We may also share this information with third parties for this purpose.

[Please note that third parties (including, for example, advertising networks and providers of external services like web traffic analysis services) may also use cookies, over which we have no control. These cookies are likely to be analytical/performance cookies or targeting cookies]

You block cookies by activating the setting on your browser that allows you to refuse the setting of all or some cookies. However, if you use your browser settings to block all cookies (including essential cookies) you may not be able to access all or parts of our site.

Except for essential cookies, all cookies will have expired after 2 years.

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#### 5. TERMS AND CONDITIONS OF SUPPLY

These terms and conditions form the basis on which we supply you goods should you purchase them on our website. Please read them carefully as they contain important information.

#### **General terms and conditions**

This site is owned and operated by The Parsnipship Ltd. If you have any queries about these terms and conditions or if you have any comments or complaints on or about our website, you can contact us at <a href="mailto:admin@theparsnipship.co.uk">admin@theparsnipship.co.uk</a> or 01656 857130.

#### The contract between us

We must receive payment of the whole of the price for the goods that you order before your order can be accepted. Payment of the price for the goods represents an offer on your part to purchase the goods, which will be accepted by us only when the goods are dispatched. Only at this point is a legally binding contract created between us.

## **Acknowledgement of your order**

To enable us to process your order, you will need to provide us with your e-mail address. We will notify you by e-mail as soon as possible to confirm receipt of your order and to confirm details. For the avoidance of doubt, this correspondence does not constitute a contract between us.

# **Ownership of rights**

All rights, including copyright, in this website are owned by or licensed to The Parsnipship Ltd. Any use of this website or its contents, including copying or storing it or them in whole or part, other than for your own personal, non-commercial use, is prohibited without our permission. You may not modify, distribute or repost anything on this website for any purpose.

## **Accuracy of content**

We have taken care in the preparation of the content of this website, in particular to ensure that prices quoted are correct at the time of publishing and that all goods have been described accurately. However, orders will only be processed if there are no material errors in the description of the goods or their prices as advertised on this website. Any weights, dimensions and capacities given about the goods are approximate only.

#### Damage to your computer

We try to ensure that this website is free from viruses or defects. However, we cannot guarantee that your use of this website or any websites accessible through it will not cause damage to your computer. It is your responsibility to ensure that the right equipment is available to use the website. Except in the case of negligence on our part, we will not be liable to any person for any loss or damage which may arise to computer equipment as a result of using this website.



# **Availability**

All orders are subject to acceptance and availability. If the goods you have ordered are not available from stock, we will contact you by e-mail or phone (if you have given us details). You will have the option either to wait until the item is available from stock or to cancel your order.

## **Ordering errors**

You are able to correct errors on your order up to the point on which you click on "submit" during the ordering process.

#### **Price**

The prices payable for goods that you order are as set out on our website. All prices are inclusive of VAT at the current rates and are correct at the time of entering information.

Where it is not possible to accept your order to buy goods of the specification and description at the price indicated, we will advise you by email, and offer to sell you the goods of the specification and description at the price stated in the email and will state in the email the period for which the offer or the price remains valid.

## **Payment terms**

We will take payment upon receipt of your order from your credit or debit card. We accept no liability if a delivery is delayed because you did not give us the correct payment details. If it is not possible to obtain full payment for the goods from you, then we can refuse to process your order and/or suspend any further deliveries to you. This does not affect any other rights we may have.

## **Delivery charges**

Delivery charges vary according to the type of goods ordered.

# Delivery

Our delivery charges are set out on the check-out page of our website.

Please note that we are only able to deliver to addresses within the United Kingdom, but excluding the Isle of Wight, the Isle of Man, the Scottish Isles, parts of Scotland, Northern Ireland and the Channel Isles.

We will deliver the goods to the address you specify for delivery in your order. It is important that this address is accurate. Please be precise about where you would like the goods left if you are out when we deliver. We cannot accept any liability for any loss or damage to the goods once they have been delivered in accordance with your delivery instructions (unless this is caused by our negligence). We will aim to deliver the goods by the date quoted for delivery but delivery times are not guaranteed and therefore time is not of the essence. In any event, we will aim to deliver your goods within 30 days from the day after the day we



received your order. If delivery is delayed beyond this time, we will contact you and either agree a mutually acceptable alternative date, or offer you a full refund.

You will become the owner of the goods you have ordered when they have been delivered to you. Once goods have been delivered to you they will be held at your own risk and we will not be liable for their loss or destruction.

## Risk and ownership

Risk of damage to or loss of the goods passes to you at the time of delivery to you. If you choose to use your own courier then the risk passes to you as soon as the goods are handed to your courier. You will only own the goods once they have been successfully delivered.

## **Cancellation rights**

Under *The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 SI 2013/3134* you have the legal right to cancel your order up to 14 calendar days after the day on which you receive your goods (with the exception of any made to order items). You do not need to give us any reason for cancelling your contract nor will you have to pay any penalty.

Should you wish to cancel your order, you can use the cancellation form provided at the end of these terms and conditions, or alternatively you can notify us by any other clear statement.

You cannot cancel your contract if the goods you have ordered are bespoke (i.e. made to order), newspapers or magazines or if you have taken any audio or video recording or computer software out of the sealed package in which it was delivered to you.

If you have received the goods before you cancel your contract then you must send the goods back to our contact address at your own cost and risk. If you cancel your contract but we have already processed the goods for delivery, you should not unpack the goods when they are received by you and you must send the goods back to us at our contact address at your own cost and risk as soon as possible.

Once you have notified us that you are cancelling your contract, and we have either received the goods back or, if earlier, received evidence that you have sent the goods back, we will refund any sum debited by us from your credit or debit card within 14 calendar days.

We may make a deduction from your refund for any loss in the value of the goods supplied if the loss is the result of unnecessary handling by you (for example using or wearing the goods prior to cancellation)

## Cancellation by us

We reserve the right not to process your order if:

• We have insufficient stock to deliver the goods you have ordered;



- We do not deliver to your area; or
- One or more of the goods you ordered was listed at an incorrect price due to a typographical error or an error in the pricing information received by us from our suppliers.

If we do not process your order for the above reasons, we will notify you by e-mail and will re-credit to your account any sum deducted by us from your credit/debit card as soon as possible, but in any event within 14 days.

# If there is a problem with the goods

If you have any questions or complaints about the goods please contact us. You can do so at 01656 857130 or <a href="mailto:sales@theparsnipship.co.uk">sales@theparsnipship.co.uk</a>

We are under a legal duty to supply goods that are in conformity with this contract and in accordance with the Consumer Rights Act 2015 (the Act).

If you wish to exercise your legal rights to reject goods which do not conform with the Act you must either return them in person to where you bought them, post them back to us, or (if they are not suitable for posting) or allow us to collect them from you. We will pay the cost of postage or collection.

#### Liability

Unless agreed otherwise, if you do not receive goods ordered by you within 30 days of the date on which you ordered them and decide to cancel the order rather than re-arrange delivery (in accordance with clause 11), we will provide you with a full refund.

We are only responsible for losses that are a natural, foreseeable consequence of our breach of these terms and conditions. We do not accept liability if we are prevented or delayed from complying with our obligations set out in these terms and conditions by anything you (or anyone acting with your express or implied authority) does or fails to do, or is due to events which are beyond our reasonable control.

Furthermore, we do not accept liability for any losses related to any business of yours including but not limited to: lost data, lost profits, lost revenues or business interruption.

You must observe and comply with all applicable regulations and legislation, including obtaining all necessary customs, import or other permits to purchase goods from our site. The importation or exportation of certain of our goods to you may be prohibited by certain national laws. We make no representation and accept no liability in respect of the export or import of the goods you purchase.

Notwithstanding the foregoing, nothing in these terms and conditions is intended to limit any rights you might have as a consumer under applicable local law or other statutory rights that may not be excluded nor in any way to exclude or limit our liability to you for any death or



personal injury resulting from our negligence. You have certain rights as a consumer including legal rights (e.g. under the Act) relating to faulty and/or misdescribed goods.

#### **Notices**

Unless otherwise expressly stated in these terms and conditions, all notices from you to us must be in writing and sent to our contact address at Unit C, Penllwyngwent, Saville Road, Ogmore Vale, Bridgend, CF32 7AX and all notices from us to you will be displayed on our website from time to time.

# **Changes to legal notices**

We reserve the right to change these terms and conditions from time to time and you should look through them as often as possible.

# Law, jurisdiction and language

This website, any content contained therein and any contract brought into being as a result of usage of this website are governed by and construed in accordance with English law. Parties to any such contract agree to submit to the exclusive jurisdiction of the courts of England and Wales. All contracts are concluded in English.

#### **Invalidity**

If any part of these terms and conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

#### **Privacy**

You acknowledge and agree to be bound by the terms of our privacy policy.

## Third party rights

Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.

## Other important terms

Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may submit the dispute for online resolution to the <u>European Commission Online Dispute Resolution</u> platform.

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