



**THE BASIL FARM**

LOCAL. NATURAL. TASTY.

# Terms and Conditions

## **About Us**

'The Basil Farm' is our trading name of GD Herb Farm.

## **Introduction**

Our terms apply to all transactions for the purchase of products and any services where we supply goods to you from our website or social media accounts.

When you order from our website you will be agreeing to accept these Terms. They form a legal agreement between you "the customer" and us "The Basil Farm". They can only be amended with our consent. If you wish to print a copy of these Terms select the print option from the "File" menu of your browser.

We reserve the right to change these Terms from time to time without prior notice to you, provided that any such change will not affect any purchases you have made before the change is implemented.

## **Our contract with you**

Upon completing payment your order will be assigned an order number that we will pass to you as part of your order confirmation. Please mention your order reference if you need to contact us about your order. This will help us deal with your enquiry more efficiently.

There may be rare occasions when it is not possible to supply your full order. We will notify you as soon as possible should this occur. Whatever the reason for not meeting your order we are committed to communicating this to you and we will not be held liable. Should unexpected limits on our resources occur, an error in the price or description of goods offered or our being unable to meet a collection deadline specified by you or other happenings we could not reasonably plan for are examples of events that may at some point affect our inability to meet your order.

## **We only sell to the Philippines**

Our website is solely for the promotion of our goods in the Philippines. We do not supply fresh produce to addresses outside of the Philippines.

## **Our Goods**

Produce displayed on our website may vary slightly from their pictures.. Although we have made every effort to display the products accurately using our own photographs, we cannot guarantee that all devices will display in the same way, colours in particular may vary. Food naturally varies in colour, size and quality therefore your goods may vary slightly from the images we show. Our goods are mainly fresh herbs and many are cut and prepared by hand so sizes will vary. Sizes, weights and colours indicated on our website are approximations – unless we state otherwise.

## **Product Packaging**

The packaging of our goods may vary from that shown on images on our website.

We provide general information only. Whilst we may provide general advice, recipes and instructions relating to our goods, any advice, recipes and instructions provided by us relating to our goods have been produced to help you with suggestions in using the goods and to give guidance. These are provided for general information only. We accept no liability for any loss, damage or injury arising as a result of the advice, recipes or instruction you take from our website or in conjunction with any of our goods.

## **Ordering Online**

When placing an order to purchase produce for sale on our website, follow the onscreen prompts. You can check and correct your order, change quantities or change any input errors in your order up until the point at which you pay for your order on the checkout page.

All orders placed by you are subject to acceptance by us. Should we choose not to accept your order for any reason, we will not be liable to you or to anyone else in those circumstances.

After submitting an order to us, you will be sent an order acknowledgement email with your order number reference and details of the products you have ordered. Acceptance of your order and the formation of the contract between us will take

place when we send you an email confirming that the products you have ordered are ready for collection by you, unless we have notified you that we do not accept your order or you have already cancelled it. Cancelled orders will need to be in accordance with the provisions below regarding Cancellations and Returns.

The website does use stock levels to control orders but if the goods you wish to order are subsequently out of stock we will inform you by phone or email.

## **Prices and Payment**

- All prices are in Philippine Peso and inclusive of VAT where applicable.
- We only offer collection so delivery charges will not be added to the total amount due.
- Prices may change at any time prior to (but not after) acceptance of your order.
- We cannot accept your order until you have paid for it in full.

In the unlikely event that the price of an item has been incorrectly advertised on our website, we will contact you by email or telephone to ask whether you wish to proceed with the order at the correct price. If you are not happy to proceed, or we are unable to obtain your instructions, we will cancel the order and issue a refund of any payments completed. We are not be obliged to supply products at the incorrect price.

## **Delivery**

Subject to availability, we will endeavour to prepare your products for collection as soon as possible or as stated after your order is accepted by us.

- You can choose your preferred collection slot during the checkout process.
- Certain collections may require a signature to confirm receipt.
- Once collected, the Products will become your property and your responsibility.
- If goods are damaged or faulty on collection please let us know before leaving the site.
- We do not accept any liability for loss or damage after goods have been collected.
- If goods are collected incorrectly, please contact us ASAP.

## **Inspecting Collected Goods**

You are responsible for opening and inspecting the goods upon collection. We accept no liability for any loss, damage or injury arising as a result of your incorrect storage, preparation or cooking of our goods. You are required to contact us ASAP and within 48 hours of collecting the goods to make us aware of any problems with the items.

We like to inform you about the farms and suppliers we work with. However, we reserve the right to change suppliers at any time and without telling you.

## **Cancellations and Returns**

You may cancel your order (or any part of it) up to 48 hours before scheduled collection.

- Alternatively, you may ask us to substitute a product rather than provide you with a refund.
- If you choose your right to cancel we must receive from you clear notification to this effect and you must provide us with your full name, address and order reference. Evidence of a problem may be necessary.

If you cancel this contract: reimbursement made will use the same means of payment as you used for the initial transaction. Unless you have expressly agreed a different arrangement with us. You will not incur any fees as a result of the reimbursement providing the goods you wish to substitute is of equivalent value to the order you are cancelling.

## **Orders that may 'not' be cancelled**

- Our products are perishable items.
- If Items sealed for hygiene or health protection have been unsealed after you receive them.
- Our policy on cancellations and returns policy does not affect your statutory legal rights.

## **Security on the internet**

Our website uses a secure server to collect and process your personal information.

Data relating to your order and your contact details are passed to our server in an encrypted format from your browser.

Payment details are handled by our third party provider "Opayo". We do not collect or store payment details ourselves.

It is recommended that you do not communicate your payment card details to anyone, including us, by email. We cannot be responsible for any losses you may incur in transmitting information to us by internet link or by email. Any such loss shall be entirely your responsibility.

Should you have any additional queries about security, please contact us at [info@thebasilfarm.com](mailto:info@thebasilfarm.com) .