



 (01263) 768148  
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 [www.milldairyservice.co.uk](http://www.milldairyservice.co.uk)  
 [info@milldairyservice.co.uk](mailto:info@milldairyservice.co.uk)

Chapel View,  
Long Road,  
Colby,  
Norfolk,  
Nr11 7EF

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## Terms and conditions

### 1. Introduction

- 1.1 These terms and conditions shall govern your use of our website [www.milldairyservice.co.uk](http://www.milldairyservice.co.uk)
- 1.2 By using our website, you accept these terms and conditions in full; accordingly, if you disagree with these terms and conditions or any part of these terms and conditions, you must not use our website.
- 1.3 You must be at least [18] years of age to use our website; and by using our website or agreeing to these terms and conditions, you warrant and represent to us that you are at least [18] years of age.
- 1.4 Our website uses cookies; by using our website or agreeing to these terms and conditions, you consent to our use of cookies in accordance with the terms of our privacy and cookies policy - our privacy policy can be viewed on this site.
- 1.5 Acceptance; Goods are only supplied on the condition that the purchaser has read and agreed to our terms and conditions as detailed on this page, by placing an order with us means you have fully accepted and agreed to our terms and conditions

### 2. Reservation of 'Title to Goods'

- 2.1 The property of the goods shall not pass to any persons or companies until all monies, owed to Mill Dairy Service have been paid in full.
- 2.2 The customer is not permitted to sell any item on third party.
- 2.3 Mill Dairy Service are entitled to repossess any item without notice if failure to comply with above.

### 3. Price

- 3.1 Goods/Services and Prices shown are subject to VAT at the current UK Rate (where applicable)
- 3.2 VAT will be added at the checkout to goods/services and carriage.
- 3.3 Prices are subject to alteration at any time without any prior notice or warning.

### 4. Payment

- 4.1 Payment will be taken at the time the order is placed online. No payment details are stored by ourselves and are taken by third party providers if placed online by Sage Pay and Paypal.
- 4.2 No responsibility will be taken for the fraudulent use of your details by unknown third party due to lack of security on your behalf or by incorrect use by account holder.
- 4.3 Under no circumstances will any details ever be passed on to a third party or stored anywhere other than for use by us at Mill Dairy Service \*See 4.1 and our privacy policy\*

### 5. Returns and Exchanges and Shortages on receipt of goods

- 5.1 Returns accepted for faulty goods only, in the unlikely event of faulty goods please contact us to issue a returns number and to arrange return of the item/s for a credit. User error of products does not qualify for returns. Goods only credited if faulty on receipt. Goods returned to Mill Dairy Service at your own cost unless authorised by your sales contact.



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5.2 Exchange – we currently do not offer an exchange service for wrong size/colour or item etc. ordered, this is the responsibility of the customer to order correctly. However it is our discretion in certain circumstances, please contact us first.

5.3 Terms – we reserve the right to refuse a return in certain circumstances but are always fair to the customer, we endeavour to do our best to keep our customers happy and satisfied.

5.4 Refunds - there is a handling charge of £1.25 per transaction. Please contact us for more details.

## 6. Delivery/Carriage

6.1 Delivery charges appear at the checkout, all items are sent by courier and are trackable and insured. All packages must be signed for by the recipient. No items are sent without being traceable.

6.2 Zonal surcharges apply to areas outside of the UK, some areas of Ireland, Scottish Highlands and other remote areas, please contact us for a quote prior to ordering.

6.3 Free delivery only applies to orders over £275.00 net. Zonal surcharges will still apply. Excl to large, heavy or palletised items.

6.4 We do our best to deliver on time and as stated but hold no responsibility for delayed parcels beyond our control.

6.5 Other carriage options are available to suit your requests, this is on a quote base only so please contact us.

6.6 Pallet rates and automatic pricing given online may be subject to a surcharge due to location/pallet weight/size and/or contents, quotes available upon request

## 7. Copyright notice

7.1 Subject to the express provisions of these terms and conditions:

(a) we, together with our licensors, own and control all the copyright and other intellectual

property rights in our website and the material on our website; and (b) all the copyright and

other intellectual property rights in our website and the material on our website are reserved.

## 8. Licence to use website

8.1 You may:

- (a) view pages from our website in a web browser;
- (b) download pages from our website for caching in a web browser;
- (c) print pages from our website;



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Subject to the other provisions of these terms and conditions.

- 8.2 Except as expressly permitted by Section 8.1 or the other provisions of these terms and conditions, you must not download any material from our website or save any such material to your computer.
- 8.3 You may only use our website for and you must not use our website for any other purposes.
- 8.4 Unless you own or control the relevant rights in the material, you must not:

(a) republish material from our website (including republication on another website);

(b) exploit material from our website for a commercial purpose; or (c)

redistribute material from our website.

- 8.5 Notwithstanding Section 8.5, you may redistribute our offers in print and electronic form to any person.
- 8.6 We reserve the right to restrict access to areas of our website, or indeed our whole website, at our discretion; you must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our website.

## 9. Acceptable use

9.1 You must not:

- (a) use our website in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability or accessibility of the website;
- (b) use our website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
- (c) use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
- (d) conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent;
- (e) access or otherwise interact with our website using any robot, spider or other automated means; (f) violate the directives set out in the robots.txt file for our website; or
- (g) use data collected from our website for any direct marketing activity (including without limitation email marketing, SMS marketing, telemarketing and direct mailing).



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9.2 You must ensure that all the information you supply to us through our website, or in relation to our website, is true, accurate, current, complete and non-misleading

#### 10. Accounts

10.1 To be eligible for an individual account you must be over 18 years of age. You may register for an account by contacting us in person

10.2 You must not allow any other person to use your account

10.3 You must notify us in writing immediately if you become aware of any unauthorised use of your account.

10.4 You must not use any other person's account to access any information or prices

#### 11. Cancellation and suspension of account

11.1 We may:

- (a) suspend your account;
- (b) cancel your account; and/or (c) edit your account details,

at any time in our sole discretion without notice or explanation.

11.2 You may cancel your account by contacting us directly.

#### 12. Your content: rules/reviews

12.1 You warrant and represent that your content will comply with these terms and conditions.

12.2 Your content must not be illegal or unlawful, must not infringe any person's legal rights, and must not be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law).

12.3 Your content, and the use of your content by us in accordance with these terms and conditions, must not:

- (a) be libellous or maliciously false;
- (b) be obscene or indecent;
- (c) infringe any copyright, moral right, database right, trade mark right, design right, right in passing off, or other intellectual property right;
- (d) infringe any right of confidence, right of privacy or right under data protection legislation;
- (e) constitute negligent advice or contain any negligent statement;
- (f) constitute an incitement to commit a crime[, instructions for the commission of a crime or the promotion of criminal activity];
- (g) be in contempt of any court, or in breach of any court order;



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- (h) be in breach of racial or religious hatred or discrimination legislation;
- (i) be blasphemous;
- (j) be in breach of official secrets legislation;
- (k) be in breach of any contractual obligation owed to any person;
- (l) [depict violence[ in an explicit, graphic or gratuitous manner];]
- (m) [be pornographic[, lewd, suggestive or sexually explicit];]
- (n) [be untrue, false, inaccurate or misleading;]
- (o) [consist of or contain any instructions, advice or other information which may be acted upon and could, if acted upon, cause illness, injury or death, or any other loss or damage;] (p) [constitute spam;]
- (q) [be offensive, deceptive, fraudulent, threatening, abusive, harassing, anti-social, menacing, hateful, discriminatory or inflammatory; or]
- (r) [cause annoyance, inconvenience or needless anxiety to any person.]

### 13. Limited warranties

13.1 We do not warrant or represent:

the completeness or accuracy of the information published on our website;

- (a) that the material on the website is up to date; or
- (b) that the website or any good or service on the website will remain available.

13.2 We reserve the right to discontinue or alter any or all of our website services, and to stop publishing our website, at any time in our sole discretion without notice or explanation; and save to the extent expressly provided otherwise in these terms and conditions, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any website services, or if we stop publishing the website.

13.3 To the maximum extent permitted by applicable law and subject to Section 13.1, we exclude all representations and warranties relating to the subject matter of these terms and conditions, our website and the use of our website.



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#### 14. Limitations and exclusions of liability

14.1 Nothing in a contract under these terms and conditions will we accept

- (a) limit or exclude any liability for death or personal injury resulting from negligence;
- (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
- (c) limit any liabilities in any way that is not permitted under applicable law; or (d) exclude any liabilities that may not be excluded under applicable law.

14.2 The limitations and exclusions of liability set out in this Section 14 and elsewhere in a contract under these terms and conditions:

- (a) are subject to Section 14.1; and
- (b) govern all liabilities arising under that contract or relating to the subject matter of that contract, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in that contract.
  - 14.3 To the extent that our website and the information and services on our website are provided free of charge, we will not be liable for any loss or damage of any nature.
  - 14.4 We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.
  - 14.5 We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.
  - 14.6 We will not be liable to you in respect of any loss or corruption of any data, database or software.
  - 14.7 We will not be liable to you in respect of any special, indirect or consequential loss or damage.
  - 14.8 You accept that we have an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that we are a limited liability entity; you agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with the website or these terms and conditions (this will not, of course, limit or exclude the liability of the limited liability entity itself for the acts and omissions of our officers and employees).

#### 15. Breaches of these terms and conditions

15.1 Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may:

- (a) send you one or more formal warnings;





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- (b) temporarily suspend your access to our website;
- (c) permanently prohibit you from accessing our website;
- (d) block computers using your IP address from accessing our website;
- (e) contact any or all of your internet service providers and request that they block your access to our website;
- (f) commence legal action against you, whether for breach of contract or otherwise; and/or (g) suspend or delete your account on our website.

15.2 Where we suspend or prohibit or block your access to our website or a part of our website, you must not take any action to circumvent such suspension or prohibition or blocking (including without limitation creating and/or using a different account).

#### 16. Variation

16.1 We may revise these terms and conditions from time to time.

16.2 If you do not agree to the revised terms and conditions, you must stop using our website.

#### 17. Third party rights

17.1 A contract under these terms and conditions is for our benefit and your benefit, and is not intended to benefit or be enforceable by any third party.

17.2 The exercise of the parties' rights under a contract under these terms and conditions is not subject to the consent of any third party.

#### Law and jurisdiction

18.1 A contract under these terms and conditions shall be governed by and construed in accordance with English law.

18.2 Any disputes relating to a contract under these terms and conditions shall be subject to jurisdiction of the courts of England.

#### 18. Our details

19.1 We are members of MEA parlour safe accreditation who can be consulted directly for any queries

19.2 Our VAT number is available on our paperwork and invoices.

19.3 This website is owned and operated by Mill Dairy Service.

19.4 Our registered office is detailed on all paperwork and invoiced. 19.5 You can contact us by writing to the business address given by request if needed, by using our website contact form, by email to [info@milldairyservice.co.uk](mailto:info@milldairyservice.co.uk) or by telephone – number displayed on web pages.