

Terms & Conditions

Terms and Conditions for Baynes Digital Services

When you use any of our website for ordering products or signing up for marketing information, you are entering into an agreement in relation to how you use these services with SM Bayne & Co Ltd. If you do not want to agree to these terms, you should not use the services.

Alongside this, please make sure you have read and understood our Privacy Policy which describes how we collect, store, use and – where applicable - share your information.

Our digital services are not intended to be targeted at or used by anyone under 16 years of age - therefore you must be 16 years old to use these services. If you're currently under the age of 16 and have been using any of our online services, then you must stop and ask that we close any related account(s) that have been created in relation to using these services.

You can request account deletion by calling emailing us on info@smbayne.co.uk.

1. About our digital services.

Terms of use

Your access to and use of www.baynesthefamilybakers.co.uk or baynes.co.uk ("the Website") is subject to these terms and conditions. You must not use the Website for any purpose which is unlawful and/or not allowed by these terms and conditions. By using the Website, you are deemed to have read and accepted these terms and conditions and the practices referred to in this policy.

Ownership of the Website

The Website is owned by SM Bayne & Co Ltd. Orwell Bakery, Loanhead Avenue, Lochore, Fife, KY5 8DD.

Our liability

The information on the Website is intended to be useful and informative for customers, employees, and potential employees of SM Bayne & Co Ltd. We will use reasonable care to

ensure that information is accurate and up to date but cannot guarantee this. We will not be liable for any losses or damage that you may suffer as a result of relying on the information on this Website.

We make no warranty that:

- a. the functionality of the Website will be uninterrupted or error free.
- b. defects will be corrected; or the Website or the server that makes it available are free of viruses or anything else which may be harmful or destructive. To the extent permitted by law, we will not be liable for any losses arising out of your use of the Website. This includes direct, indirect, or consequential losses including loss of business, loss of profits and any loss of or damage to data.
- c. Nothing in these terms and conditions shall be construed as seeking to exclude our liability of SM Bayne & Co Ltd. for death or personal injury caused by our negligence.

Links to other websites

There may be links to external websites on the Website. The links are placed there for your convenience, but we accept no liability for the content or accuracy of any of those sites. The inclusion of such a link does not indicate that we endorse that site.

Intellectual property rights

All copyright and other intellectual property rights on the Website and its content belong exclusively to us. By accessing the Website, you agree that you will access the content for your personal non-commercial use only.

Data protection

We acknowledge our obligations under the Data Protection Act, UK and related legislation. We will only use personal data collected via the Website in accordance with that legislation and our Privacy Policy. We will use our reasonable endeavours to ensure that any personal data is kept secure but due to the nature of the internet, we cannot accept any liability for those who intentionally attempt to gain unauthorised access to the Website.

Data Protection and Privacy

Our Privacy Policy, which gives you information on the data we collect and hold from you via your account, what we do with that data, who we share your data with and your rights under the UK General Data Protection Regulation.

Variation

We reserve the right to amend or waive any provision of these terms and conditions from time to time. Your continued use of the website constitutes your acceptance of such terms and conditions.

General

Except as expressly provided in these terms and conditions, a person who is not a party to these terms and conditions shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term. This does not affect any right or remedy of the third party which exists or is available apart from that Act.

These terms and conditions contain all of the terms and conditions relating to your use of the Website. This acknowledgement shall not apply to any misrepresentations and/or breaches of warranty which constitute fraud. If any term or provision in these terms and conditions shall be held to be illegal or unenforceable in whole or in part such term or provision shall be deemed not to form part of these terms and conditions.

The validity and enforceability of the remainder shall not be affected. These terms and conditions shall be governed by and construed in accordance with the laws of England and Wales. You hereby irrevocably agree to submit to the exclusive jurisdiction of the courts of England and Wales.

Fraudulent use of Account

You should take care of your Baynes account details and should not share the details with others. You should immediately reset or delete your account if you suspect this security has been compromised.

Liability of SM Bayne & Co Ltd.

Where any inappropriate use of your Baynes account has taken place, from a cause out with our control or the control of our 3rd parties, we will not be able to accept any liability (including without limitation, any direct, indirect, punitive or consequential loss or loss of profit or damages). Where the error has taken place within our control or our third parties, our liability to you shall not exceed the sum of any financial loss.

Pricing, product information and availability

Price and availability may be subject to change without notice. We will make reasonable efforts to ensure the details and descriptions appearing on the website are correct at the time it was inputted into our Website. Products may vary in appearance or colour to those shown on the webpage.

Amending or cancelling your order

Once your order is placed and is confirmed it is not possible to amend or cancel your order. By submitting your order, you agree that SM Baynes & Co Ltd. should complete your order.

Termination

You can request your account to be removed by emailing info@smbayne.co.uk. We reserve the right to terminate your access immediately without notification should your account be found to not be operating within these Terms and Conditions.

Contacting us

You may contact us via email at info@smbayne.co.uk. Alternatively, you can write to us as SM Bayne & Co Ltd. Orwell Bakery, Loanhead Avenue, Lochore, Fife, KY5 8DD.

Allergen guidance

For a full list of products and the allergen info, check the products for nutritional information. The team at your chosen location will have a copy of the latest allergen guide available on request.

Promotional Offers

SM Bayne & Co Ltd. Reserves the right to offer different promotions and discounts at stores and online.