



Wine and the Wood Limited

Terms and Conditions

1. Information about these terms and conditions

- 1.1 What these terms cover** - These are the terms and conditions on which we supply products to you. These terms apply to you as a consumer, which is a private individual purchasing from us. They do not apply if you are acting as a trade customer. For trade customers, please contact us in writing at: info@wineandthewood.com to request a sales agreement.
- 1.2 Why you should read them** - Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

2. Information about us and how to contact us

- 2.1.** We are Wine and the Wood Ltd (Company Number: 12853898)
- 2.2.** You can contact us by writing to us at: info@wineandthewood.com
- 2.3.** If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

3. General

- 3.1. "Writing" includes emails** - When we use the words "writing" or "written" in these terms, this includes emails.
- 3.2. Age restriction** - You must be aged 18 or over to make purchases from our website. We reserve the right to withhold the delivery (or have our courier withhold delivery) of alcoholic drinks to persons who cannot prove that they are 18 or over, or appear under the age of 18, or appear to be under the influence of alcohol.

4. Our contract with you

- 4.1. By continuing to use our site or placing an order, you are agreeing to our terms and conditions. We reserve the right to alter these terms and conditions at any time. Please check these terms each time you order with us.**
- 4.2. How we will accept your order** - Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us.
- 4.3. If we cannot accept your order** - If we are unable to accept your order, we will inform you of this and will not charge you for the product. This might be because the product is out of stock, or because we have identified an error in the price or description of the product.
- 4.4. Your order number** - We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

4.5. We only sell to the UK - Our website is solely for the promotion of our products in the UK. Unfortunately, we do not accept orders from or deliver to addresses outside the UK.

5. Our products

5.1. Products may vary slightly from their pictures - The images of the products on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images. We try to ensure that any details, descriptions and prices displayed are accurate but sometimes errors can occur. Photographs are for guidance only.

5.2. We warrant that the wines will be of satisfactory quality and fit for their general purpose.

6. Your rights to make changes

If you wish to make changes to the products you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 8 - Your rights to end the contract).

7. Providing the products

7.1. Delivery costs - The costs of delivery will be as displayed to you on our website.

7.2. When we will provide the products - We will usually process and dispatch an order within 3 working days of receipt of confirmed order and payment.

7.3. We will contact you with an estimated delivery date after our dispatch of an order. Delivery times stated are an estimate only. We deliver by Royal Mail, DPD, Yodel or other appropriate carrier.

7.4. We are unable to deliver to schools or PO boxes. Delivery can only be accepted by someone **aged 18 or over**. Proof of age, identity and/or a signature may be required on delivery.

7.5. If you are not at home when the product is delivered - If no one is available at your address to take delivery, the delivery driver may attempt to leave it in a safe place or with a neighbour. If this is not possible, a card will be left with details of any rescheduled delivery date (if applicable) or alternatively how to rearrange your delivery. Should any order be returned to us and you made no attempt to contact us or the courier regarding delivery, we will be entitled to charge a standard delivery charge to re-send the order.

7.6. Your legal rights if we deliver products late - You have some legal rights if we deliver any products late. If we miss the delivery deadline for any products, then you may treat the contract as at an end straight away if any of the following apply:

- a) we have refused to deliver the products;
- b) delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or
- c) you told us before we accepted your order that delivery within the delivery deadline was essential.

7.7. Ending the contract for late delivery. If you do choose to treat the contract as at an end for late delivery under clause 7.6, you can cancel your order for any of the products or reject products that have been delivered. If you wish, you can reject or cancel the order for some of those products (not all of them), unless splitting them up would significantly reduce their value. After that we will refund any sums you have paid to us for the cancelled products and their delivery.

7.8. When you become responsible for the products - The products will be your responsibility from the time we deliver the product to the address you gave us, or, if applicable, once the products have been delivered to a neighbour or specified safe place.

7.9. When you own products - You own a product once we have received payment in full.

7.10. What will happen if you do not give required information to us - We do not accept any responsibility for delayed or failed delivery of a product which results from your failure to provide correct address information. If a product is returned to us because you fail to provide correct address information, we reserve the right to require that you pay additional postage costs (and administration fees and taxes, if applicable) before we re-deliver the product.

8. Your rights to end the contract

8.1. You can always end your contract with us - Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:

- a) **If what you have bought is faulty or misdescribed you may have a legal right to end the contract** (or to get the product replaced or to get some or all of your money back), see clause 10;
- b) **If you want to end the contract because of something we have done or have told you we are going to do**, see clause 8.2;
- c) **If you have just changed your mind about the product**, see clause 8.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any product.

8.2. Ending the contract because of something we have done or will do - If you are ending a contract for a reason set out at (a) to (d) below, the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:

- a) we have told you about an upcoming change to the product or these terms which you do not agree to;

- b) we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
- c) there is a risk that supply of the products may be significantly delayed because of Events Outside our Control; or
- d) you have a legal right to end the contract because of something we have done wrong.

8.3. Exercising your right to change your mind (Consumer Contracts Regulations 2013). For most products bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms. Unless faulty, products cannot be returned outside of this period.

8.4. When you don't have the right to change your mind - You do not have a right to change your mind once you unseal any of our products.

9. To cancel or amend your order (including if you have changed your mind)

9.1. If you wish to cancel or amend your order, or have received a damaged or faulty product, please follow the instructions below:

Email us at info@wineandthewood.com

Please provide your name, home address, details of the order and, where available, your phone number and email address.

9.2. Returning products after ending the contract - If you end the contract for any reason after products have been dispatched to you, or you have received them, you must return them to us. If you are exercising your right to change your mind you must send off the products **within 14 days** of telling us you wish to end the contract. You must take reasonable care of any product(s) to be returned to us. We will not accept returns of products which have the seal broken, have been opened or consumed, unless the product is faulty. Returns must be made in the original packaging. You must clearly state the authorisation code and reason for returning the product(s) somewhere within the package.

9.3. When we will pay the costs of return - We will pay the costs of return:

- a) if the products are faulty or misdescribed;
- b) if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to Events Outside our Control or because you have a legal right to do so as a result of something we have done wrong;

In all other circumstances (including where you are exercising your right to change your mind) you must pay the costs of return. If you are responsible for the costs of return and we are collecting the product from you, we will charge you the direct cost to us of collection.

9.4. We will not accept responsibility for products lost, stolen or damaged during their return. We also do not accept any responsibility for postal costs unless the products were found to be faulty on arrival and a receipt for postage is included. We recommend that you return

products by a signed for / tracked method. Unless the products were misrepresented on our website or are faulty, we may require you to return the products at your own cost.

9.5. How we will refund you - If you cancel your contract we will:

- a) refund you the price you paid for the products. However, please note we are permitted by law to reduce your refund to reflect any reduction in the value of the products, if this has been caused by your handling them in a way which would render them unsellable (for example if you open the packaging). If we refund you the price paid before we are able to inspect the products and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount;
- b) refund any delivery costs you have paid under clause 9.3, although, as permitted by law, the maximum refund will be the costs of delivery by the least expensive delivery method we offer (provided that this is a common and generally acceptable method). For example, if we offer delivery of a product within 5 days at one cost but you choose to have the product delivered the next day at a higher cost, then we will only refund what you would have paid for the cheaper delivery option;
- c) make any refunds due to you as soon as possible and in any event within 14 days after the day on which we receive the product back from you.
- d) We will refund you on the credit card or debit card used by you to pay. If you used a gift card to pay for the product, we may refund you on your gift card. Please see our Gift Card Terms and Conditions for more details: www.wineandthewood.co.uk/gift-card-terms-and-conditions/

10. If there is a problem with your order

10.1. How to tell us about problems - If you have any questions or complaints about our products, please contact us. You can write to us at info@wineandthewood.com

10.2. Summary of your legal rights

- a) Because you are a consumer, we are under a legal duty to supply products that are in conformity with this contract. As a consumer, you have legal rights in relation to products that are faulty or not as described. These legal rights are set out below and are in addition to your right of return and refund in *Clause 8* above or anything else in these terms.
- b) If you receive a product that is faulty or mis-described you have a legal right to reject the product or request a replacement. If you wish to reject the product or request a replacement you will need to contact us. You have 30 days from the date of delivery of the product in which to contact us to reject or request a replacement to the faulty or mis-described product. Wine and the Wood is not obliged to deliver any replacement wine to an address outside the United Kingdom.
- c) If you have requested a replacement to a product we will use our best endeavours to complete the replacement as soon as possible and with the least inconvenience to you.
- d) If you have returned the products because they are faulty or mis-described, we will refund the price of the products in full, together with any applicable delivery charges, and any reasonable costs you incur in returning the item.
- e) Further advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

11. Price and payment

- 11.1. Where to find the price for the product** - The price of the product (which includes VAT) will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of the product advised to you is correct. However please see clause 11.3 for what happens if we discover an error in the price of the product you order. The price of a product does not include delivery charges. Our delivery charges are as advised to you during the check-out process, before you confirm your order.
- 11.2. We will pass on changes in the rate of VAT** - If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.
- 11.3. What happens if we got the price wrong** - It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any products provided to you.
- 11.4. When you must pay and how you must pay** - You must pay for products using a debit card or credit card, either by entering your card details directly on our website or through the Square UK platform. We accept all major credit and debit cards. When you give us your credit or debit card details you are confirming that you are either the card holder, or that you have permission from the card holder to use the card to order from us. Payment for the Products and all applicable delivery charges is in advance.
- 11.5.** Where you enter into an agreement to be supplied with a regular delivery of wine, via our subscription service, you agree to us holding your payment details and charging your registered payment method as agreed. You also agree to us requesting updated details from your payment provider should the details of your payment method change and to charge the updated payment method in the same way as the original payment method. We reserve the right to take payment from another registered payment card if we fail to take payment from your default payment card or your default payment method has expired. This in no way restricts your rights to cancel.

12. Discounts, vouchers and promotions

- 12.1.** Any promotions, discounts or vouchers ("**Offers**") are single use only and not to be used in conjunction with any other Offer unless otherwise stated.
- 12.2.** Offers are available only while stock lasts.
- 12.3.** Any Offers advertised on our website can only be used on the site.

- 12.4.** We reserve the right to withdraw or terminate any of our Offers at any time, either as a whole or for specific delivery areas or customers. If this happens, then the Offer may not be used for any orders placed after the date of withdrawal or termination.
- 12.5.** We may from time to time run different Offers, with different terms (including amounts, types and expiry dates). We reserve the right to limit the applicability of any particular Offers to specific regions or delivery areas. Different Offers may be run simultaneously but cannot be used in combination with each other unless explicitly allowed.
- 12.6.** We reserve the right to reject the use of an Offer where fraud or breach of these Terms is suspected.

13. Our responsibility for loss or damage suffered by you

- 13.1. We are responsible to you for foreseeable loss and damage caused by us** - If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process. The maximum amount we are liable for is the cost of the products plus any relevant delivery charges.
- 13.2.** We do not exclude or limit in any way our liability to you where it would be unlawful to do so. We do not in any way exclude or limit our liability for:
- a) death or personal injury caused by our negligence;
 - b) fraud or fraudulent misrepresentation;
 - c) any other liability which we are not allowed to exclude or limit by law.
- 13.3. We are not liable for business losses.** We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

14. How we may use your personal information

- 14.1. How we may use your personal information** - We will only use your personal information as set out in our privacy policy: www.wineandthewood.co.uk/privacy-policy/ Please take the time to read our Privacy Policy, as it includes important terms which apply to you.

15. Events Outside our Control

- 15.1. We will not be liable or responsible** for any failure to perform, or delay in performance of, any of our obligations under a contract that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in Clause 15.2.

- 15.2. An “Event Outside Our Control”** means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, pandemic, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
- 15.3. If an Event Outside Our Control takes place** that affects the performance of our obligations under this contract we will contact you as soon as reasonably possible to notify you. Our obligations under this contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of products to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

16. Other important terms

- 16.1. We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation.
- 16.2. Nobody else has any rights under the contract (except someone you pass your guarantee on to).** The contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 16.3. If a court finds part of the contract illegal, the rest will continue in force** - Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 16.4. Even if we delay in enforcing the contract, we can still enforce it later** - If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking the contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you, but we continue to provide the products, we can still require you to make the payment at a later date.
- 16.5. Which laws apply to the contract and where you may bring legal proceedings** - These terms 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 a resident of Scotland, you may also bring proceedings in Scotland.