

Cellar Link Limited

Company No: 6607747

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Terms and Conditions of Sale



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Terms and Conditions of Sale

This section tells you about the terms and conditions on which we supply the wine products (products) available for purchase on our website www.cellarlink.co.uk (our site).

Please read these terms and conditions carefully before ordering any products from our site. When placing an order, you will be invited to agree to these terms and conditions by ticking the box marked "I agree to the terms and conditions". If you don't accept the terms and conditions by ticking this box, you will not be able to order any products from our site.

1. Information about us

www.cellarlink.co.uk is a site operated by Cellar Link Limited (we, our, us). We are registered in England and Wales under company number 6607747. Our registered office is at Ten Dominion Street, London EC2M 2EE, UK. Our VAT number is 981407117.

2. Ordering products

After placing an order, you will receive an email from us acknowledging that we have safely received it. This does not mean that your order has been accepted. All orders are subject to acceptance by us, and we will send you a second email to confirm acceptance. The contract between us (Contract) will only be made when we send you this email to confirm acceptance.

We will send a third email when your order has been dispatched.

3. Age restriction

We will not sell products to anyone under the age of 18 years old. By placing an order you confirm that you are at least 18 years old. If our couriers are in any doubt about the age of the recipient on delivery, they will request some form of ID. If the person receiving the wine is unable to produce appropriate ID, unfortunately our couriers will be unable to leave the wine.

4. Availability

All items are subject to availability. We will inform you as soon as possible if, for any reason, the products you have ordered are not available.

If, following acceptance of your order, any Product becomes unavailable for any reason, we will use our reasonable endeavours to offer you an alternative Product. We will refund you

- the difference between the amount paid for the unavailable product and any alternative product which you agree to take; or
- the amount paid in respect of the unavailable product, if you do not choose to purchase the alternative product.

Any additional amount payable in respect of an alternative product must be paid by you at the time of agreeing to purchase the alternative product.

5. Ordering errors

You are able to make changes to your order up to the point at which you click on the 'submit order' button on the Payment & Confirm section of the checkout process.

6. Prices

The price of any products will be as quoted on our site, except in cases of obvious error. Please be aware that these prices include VAT but *exclude* delivery costs, which will be added to the total amount due.

Due to the large number of products on our site, it is always possible that some of the products listed on our site may be incorrectly priced, despite our best efforts. We will normally verify prices as part of our order-handling procedure so that, where a product's correct price is less than our stated price, we will charge the lower amount when dispatching the product to you. If the product's correct price is higher than the price stated on our site, we will normally, at our discretion, either contact you for instructions before dispatching the product, or reject your order and notify you of the rejection.

We are under no obligation to provide the product to you at the incorrect (lower) price, even after we have sent you an order acceptance, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mis-pricing.

7. Payment

We accept payment with the following credit or debit cards: Visa credit and debit cards, MasterCard credit and debit cards, American Express credit and Charge Cards, Switch/Maestro debit cards, Delta debit cards, Visa Electron cards.

By submitting an order to us through our site, you are confirming that the payment details provided on your order are valid and correct.

We charge your credit or debit card [when we despatch your order. If payment is refused for any reason, then we may cancel your order. In this event, we will contact you to arrange an alternative payment method.]

8. Delivery

Although we will make every reasonable effort to ensure your products are delivered within the set timescales, unfortunately we cannot guarantee that they will not be affected by unforeseen issues affecting our delivery partner. Under these circumstances, delivery charges will not normally be refunded.

When you have chosen the products you want to buy from us, the delivery address will default automatically to the billing address you have entered for your payment card. If you want us to deliver your order to a different address, you can choose this option as you go through the checkout process.

We will be taken to have delivered the products when these are delivered to your nominated delivery address.

The delivery charges will be as shown on the order form when you place your order.

You can find out the status of your order at any time by contact us at customerservice@cellarlink.co.uk.

9. Returns policy

We endeavour to assess the condition of the products (including by physical inspection) although we cannot know and accept any liability for the exact provenance of every product, especially older

vintages. If you request information that we have regarding the provenance and condition of the products, we will share that information with you.

If you are not satisfied with the products or if we make an error with your order, you can contact us at customerservice@cellarlink.co.uk setting out your complaint. We endeavour to deal with any complaints promptly and fairly.

If we accept responsibility for any fault with the products or order, we will offer a full refund or exchange the products or issue a credit note depending on which option you prefer. Examples of where we accept responsibility include:

- The wine product is corked or flawed. In this event, you must return the product in its original condition together with proof of purchase and all remaining bottles of the product supplied at the same time as the defective product; or
- The wrong wine product was sent (e.g., different vintage from the one ordered); or
- An error was made during shipment of the wine.

If you are required to return products (including both opened and unopened ones) to us for evaluation and for possible return to our supplier, such products must have the barcode label attached as proof that the products were supplied by us.

This returns policy does not affect your statutory rights in respect of defective products.

10. **Risk and title**

The products will be at your risk from the time of delivery. Ownership of the products will only pass to you at the time of delivery or (if later) when we receive full payment of all sums due in respect of the products, including delivery charges.

11. **Your information**

By providing your details to us, you consent to us maintaining, recording, holding and using the information you give at the time of ordering to process your orders, to improve our service to you and inform you of promotions. All data is collected lawfully and maintained in accordance with the Data Protection Act 1998.

We take your privacy very seriously and will not pass your details to any third party without your permission, other than where we have to do so to get our products to you, e.g. our delivery company.

From time to time, we may send information about promotions and exclusive deals, unless you have told us not to do so by emailing us at privacy@cellarlink.co.uk.

If you opt-out from hearing from us, you will only be contacted by us regarding service issues including, but not exclusively, order confirmation and delivery confirmation, significant changes to terms and conditions and informational, non-marketing emails.

If you have any questions regarding our privacy policy, please email us at privacy@cellarlink.co.uk.

12. **Our liability**

We warrant to you that any Product purchased from us through our site is of satisfactory quality and reasonably fit for all the purposes for which products of the kind are commonly supplied.

Our liability for losses you suffer as a result of us breaking this agreement is strictly limited to the purchase price of the Product you purchased.

This does not include or limit in any way our liability:

- For death or personal injury caused by our negligence;
- Under section 2(3) of the Consumer Protection Act 1987;
- For fraud or fraudulent misrepresentation; or
- For any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

We are not responsible for indirect losses which happen as a side effect of the main loss or damage.

This does not affect your statutory rights.

13. **Events outside our control**

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations that are caused by events outside our reasonable control including Acts of God, fire, flood, severe weather, explosion, war, act of terrorism, industrial dispute (whether or not involving employees), or acts of local or central Government or other competent authorities. This does not affect your statutory rights.

14. **Severability**

If any of these terms and conditions is held to be invalid, the remaining terms and conditions shall continue to be valid to the fullest extent permitted by law.

15. **Entire agreement**

These terms and conditions and other notices elsewhere on our website contain the whole agreement between us and you relating to the supply of products. No other terms or conditions will form part of the Contract, unless agreed by us in writing and signed by an authorised employee.

16. **Our right to vary these terms and conditions**

We have the right to revise and amend these terms and conditions from time to time. You will be subject to the terms and conditions in force at the time that you order products from us.

17. **Law and jurisdiction**

Contracts for the purchase of products through our site are governed by English law. Any dispute arising from, or related to, such contracts shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.