

Terms and conditions of sale (consumer)

1. Introduction

- 1.1 These terms and conditions shall govern the sale and purchase of all products through our website to the consumer.
- 1.2 You will be asked to give your express agreement to these terms and conditions before accessing our site via any device; otherwise you may not browse the contents or place an order on our website.
- 1.3 This document does not affect any statutory rights you may have as a consumer (such as rights under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 or the Consumer Rights Act 2015).

2. Interpretation

- 2.1 In these terms and conditions:
 - (a) "we" means DDWine.uk (registered as DDWine Ltd); and
 - (b) "you" means our customer or prospective customer, or consumer – that is an individual acting wholly or mainly outside your trade, business, craft or professionand "us", "our" and "your" should be construed accordingly.

3. Contract of sale

- 3.1 The advertising of products on our website constitutes an "invitation to treat" rather than a contractual offer.
- 3.2 No contract will come into force between you and us unless and until we accept your order in accordance with the procedure set out in this Section 3.3
- 3.3 To enter into a contract through our website in order to purchase products from us, the following steps must be taken: you should add the products you wish to purchase to your shopping cart, and then proceed to the checkout. If you are a new customer, you will be invited to create an account with us and log in, but you are under no obligation to do so in order to complete your purchase; if you are an existing customer, you may enter your login details. To confirm your order you will be required to consent to the terms of this document. Your payment request will then be transferred to our payment service provider's website where your payment will be handled. The payment service provider will send you by email an initial receipt of payment; and once we have checked whether we are able to meet your order, we will either send you, by email, an order confirmation (at which point your order will become a binding contract) or inform you we are unable to meet your order, whereby we will refund any monies owed to you or, if agreed by you, offer you alternative products at the same value, or higher in value.

- 3.4 You will have the opportunity to identify and correct input errors prior to placing your order on the website. We are not responsible for any inaccuracies in the order you have placed. If you have made errors in your order, it is incumbent on you to inform us at the earliest opportunity and before despatch of goods, or you may be liable for fees relating to additional delivery costs as defined in our delivery policy.

4. Products

- 4.1 We may periodically change the products available on our website, and we do not undertake to continue to supply any particular product or type of product.
- 4.2 If a product you have ordered is unavailable, we will notify you by phone or email and recommend an alternative of equal value or more, or refund you the cost of purchase of the original wine.
- 4.3 Faulty wines, meaning one that is corked, oxidized or seemingly out of condition while within its 'drink by' date, and that has been stored in the correct state, that is in accordance with general recommendations for the storage of still and sparkling wines, will be replaced or the amount you paid refunded to you, as is your preference.
- 4.4 We reserve the right to ask you for details concerning the nature and evidence of any fault.
- 4.5 Subject to availability, where you request a like-for-like replacement of a faulty product we will provide you with this. Should we be unable to do so, we will contact you for your consent to substitute it for a similar wine in style, and in value the same or higher, or refund you the cost to you of the original product.
- 4.6 We will only replace a wine you do not like for another of an equal price, or refund the cost of the original where the wine is within the 'drink by' date, and has been correctly stored to maintain its condition, and all appearances are intact so we might resell it.
- 4.7 Collection of a faulty product, or one that you are dissatisfied with must be arranged with us via email or telephone so that we can assign the task to our delivery service provider. In this case, you will not be liable for any collection or re-delivery costs. However, we will not refund costs incurred by you should you choose to use a different delivery service provider to our own.

5. Prices & promotions

- 5.1 The prices are quoted on our website, shown by bottle or by case, are in pounds sterling.
- 5.2 All amounts stated in these terms and conditions or on our website are inclusive of UK duty and VAT unless otherwise specified.
- 5.3 We reserve the right to change the prices quoted on our website due to currency exchange fluctuations, duty or VAT rises, import tariffs, other taxes,

and changing market conditions. However, these will not affect contracts that have previously come into force.

- 5.4 It is possible that prices on the website may be incorrectly quoted; accordingly, we will verify prices as part of our sale procedures so that the correct price will be notified to you before the contract of sale comes into force.
- 5.5 In addition to the price of the products, you may have to pay a delivery charge, which we will notify you of before the contract of sale comes into force.
- 5.6 We reserve the right to terminate without notice any promotion or offer on our website.
- 5.7 Coupon codes are released at our discretion, and we may forego your right without notice to redeem the monetary value of such code against your product purchases if we consider your use of it inappropriate, and which may include, for example, re-use without permission or transferring codes to others, and may result in:
 - (a) adding the coupon value to your order and charging this at payment
 - (b) adding the coupon value to any future order you place if we have not done so at the time you inputted the code
 - (c) cancelling the despatch of your order
 - (d) recovering the products if they have been delivered to you, with all costs incurred charged to you
 - (e) deleting your account with us
- 5.8 Our products may not be re-sold or used for any other commercial purpose but are sold expressly for your private consumption or, if gifted, for consumption by a third party.

6. Payments

- 6.1 You must, during the checkout process, pay the prices of the products you order.
- 6.2 Payments may be made by any of the permitted methods specified on our website from time to time.
- 6.3 If you fail to pay to us any amount due under these terms and conditions in accordance with the provisions of these terms and conditions, then we may withhold the products ordered and/or by written notice to you at any time cancel the contract of sale for the products.
- 6.4 If you make an unjustified credit card, debit card or other charge-back then you will be liable to pay us, within 7 days following the date of our written request:

- (a) an amount equal to the amount of the charge-back;
- (b) all third party expenses incurred by us in relation to the charge-back (including charges made by our or your bank or payment processor or card issuer);
- (c) an administration fee of GBP 25.00 including VAT; and
- (d) all our reasonable costs, losses and expenses incurred in recovering the amounts referred to in this Section 6.4 (including without limitation legal fees and debt collection fees),

and for the avoidance of doubt, if you fail to recognise or fail to remember the source of an entry on your card statement or other financial statement, and make a charge-back as a result, this will constitute an unjustified charge-back for the purposes of this Section 6.4.

7. Deliveries

- 7.1 Our policies and procedures relating to the delivery of products are set out in our delivery policy document.

8. Distance contracts: cancellation rights & returns

- 8.1 This Section 8 applies if and only if you offer to contract with us, or contract with us, as a consumer - that is, as an individual acting wholly or mainly outside your trade, business, craft or profession.
- 8.2 You may withdraw an offer to enter into a contract with us through our website or cancel a contract entered into with us through our website (without giving any reason for your withdrawal or cancellation) at any time within the period:
 - (a) beginning upon the submission of your offer; and
 - (b) ending at the end of 14 calendar days after the day on which the products come into your physical possession or the physical possession of a person identified by you to take possession of them.
- 8.3 In order to withdraw an offer to contract or cancel a contract on the basis described in this Section 8, you must inform us of your decision to withdraw or cancel (as the case may be). You may inform us by means of any clear statement in writing, via email, setting out your decision. To meet the cancellation deadline, it is sufficient for you to send your communication concerning the exercise of the right to cancel before the cancellation period has expired.
- 8.4 If you cancel a contract on the basis described in this Section 8, and you are already in receipt of your order, you must await a collection by our authorised delivery service provider unless we specify otherwise. We will arrange for collection of the unwanted products free of charge. Direct costs incurred by you for returning products by any other means will not be met by us.

- 8.5 If you cancel an order in accordance with this Section 8, you will receive a full refund of the amount you paid to us in respect of the order except as otherwise provided in this Section 8.
- 8.6 If the value of the products returned by you is diminished by any amount as a result of the handling of those products by you beyond what is necessary to establish the nature, characteristics and functioning of the products, we may recover that amount from you up to the contract price. We may recover that amount by deducting it from any refund due to you or require you to pay that amount direct to us. Handling which goes beyond the sort of handling that might reasonably be allowed in a shop will be "beyond what is necessary to establish the nature, characteristics and functioning of the products" for these purposes.
- 8.7 We will refund money using the same method used to make the payment, unless you have expressly agreed otherwise. In any case, you will not incur any fees as a result of the refund.
- 8.8 We will process a refund due to you as a result of a cancellation on the basis described in this Section 9 without undue delay and, in any case, within the period of 14 days after the day on which we are informed of the withdrawal or cancellation.

9. Warranties and representations

- 9.1 You warrant and represent to us that:
- (a) you are legally capable of entering into binding contracts;
 - (b) you have full authority, power and capacity to agree to these terms and conditions;
 - (c) all the information that you provide to us in connection with your order is true, accurate, complete and non-misleading; and
 - (d) you will be able to take delivery of the products in accordance with these terms and conditions and our delivery policy.
- 9.2 We warrant to you that:
- (a) we have the right to sell the products that you buy;
 - (b) the products we sell to you are sold free from any charge or encumbrance, except as specified in these terms and conditions;
 - (c) you shall enjoy quiet possession of the products you buy, except as specified in these terms and conditions;
 - (d) the products you buy will, as far as is possible, correspond to their representation as published on our website, given we cannot wholly guarantee different media will maintain the same representational quality of our illustrated products;
 - (e) the products you buy will be of satisfactory quality; and

(f) our services will be rendered with reasonable skill and attention.

9.3 All of our warranties and representations relating to the supply of products and services are set out in these terms and conditions. To the maximum extent permitted by applicable law and subject to Section 10.1, all other warranties and representations are expressly excluded.

10. Limitations and exclusions of liability

10.1 Nothing in these terms and conditions will:

(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,

and, if you are a consumer, your statutory rights will not be excluded or limited by these terms and conditions, except to the extent permitted by law.

10.2 The limitations and exclusions of liability set out in this Section 10 and elsewhere in these terms and conditions:

(a) are subject to Section 10.1; and

(b) govern all liabilities arising under these terms and conditions or relating to the subject matter of these terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these terms and conditions.

10.3 We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

10.4 We will not be liable to you, nor third parties, for any loss, damage, injury or costs occurring due to actions on your part such as disregarding the safe handling and appropriate storage of our products.

10.5 We will not be liable to you in respect of any loss or corruption of any data, database or software, providing that if you contract with us under these terms and conditions as a consumer, this Section 10.5 shall not apply.

10.6 We will not be liable to you in respect of any special, indirect or consequential loss or damage, providing that if you contract with us under these terms and conditions as a consumer, this Section 10.6 shall not apply.

10.7 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).

11. Order cancellation

11.1 We may cancel a contract under these terms and conditions immediately, by giving you written notice of termination, if:

(a) you fail to pay, on time and in full, any amount due to us under that contract; or

(b) you commit any material breach of that contract.

11.2 You may cancel a contract under these terms and conditions immediately, by giving us written notice of termination, if we commit any material breach of that contract.

11.3 We may cancel a contract under these terms and conditions by written notice to you if we are prevented from fulfilling that contract by any event beyond our reasonable control, including without limitation any unavailability of raw materials, components or products, or any power failure, industrial dispute affecting any third party, governmental regulations, fire, flood, disaster, riot, terrorist attack or war.

12. Consequences of order cancellation

12.1 If a contract under these terms and conditions is cancelled in accordance with Section 11:

(a) we will cease to have any obligation to deliver products which are undelivered at the date of cancellation;

(b) you will continue to have an obligation where applicable to pay for products which have been delivered at the date of cancellation (without prejudice to any right we may have to recover the products); and

(c) all the other provisions of these terms and conditions will cease to have effect, except that Sections 1.3, 6.4, 10, 15, 16, 17, 18, 19 and 20 will survive termination and continue in effect indefinitely.

13. Scope

13.1 These terms and conditions shall not constitute or effect any assignment or licence of any intellectual property rights.

13.2 These terms and conditions shall not govern the licensing of works (including software and literary works) comprised or stored in products.

13.3 These terms and conditions shall not govern the provision of any services by us or any third party in relation to the products (other than delivery services).

14. Variation

- 14.1 We may revise these terms and conditions from time to time by publishing a new version on our website.
- 14.2 A revision of these terms and conditions will apply to contracts entered into at any time following the time of the revision, but will not affect contracts made before the time of the revision.

15. Assignment

- 15.1 You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions - providing, if you are a consumer, that such action does not serve to reduce the guarantees benefiting you under these terms and conditions.
- 15.2 You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions.

16. No waivers

- 16.1 No breach of any provision of a contract under these terms and conditions will be waived except with the express written consent of the party not in breach.
- 16.2 No waiver of any breach of any provision of a contract under these terms and conditions shall be construed as a further or continuing waiver of any other breach of that provision or any breach of any other provision of that contract.

17. Severability

- 17.1 If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.
- 17.2 If any unlawful and/or unenforceable provision of these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

18. Third party rights

- 18.1 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.
- 18.2 The exercise of the parties' rights under a contract under these terms and conditions is not subject to the consent of any third party.

19. Entire agreement

- 19.1 Subject to Section 10.1, these terms and conditions, together with our delivery policy and our returns policy, shall constitute the entire agreement between you and us in relation to the sale and purchase of our products and shall supersede all previous agreements between you and us in relation to the sale and purchase of our products.

20. Law and jurisdiction

- 20.1 These terms and conditions shall be governed by and construed in accordance with English law.
- 20.2 Any disputes relating to these terms and conditions shall be subject to the exclusive jurisdiction of the courts of England.

21. Statutory and regulatory disclosures

- 21.1 We will not file a copy of these terms and conditions specifically in relation to each user or customer and, if we update these terms and conditions, the version to which you originally agreed will no longer be available on our website. We recommend that you consider saving a copy of these terms and conditions for future reference.
- 21.2 These terms and conditions are available in the English language only.
- 21.3 Our VAT number is 284 4972 59.

22. Our details

- 22.1 This website is owned and operated by DDWine.uk (trading name of DDWine Ltd).
- 22.2 We are registered in England and Wales under registration number 10933349, and our registered office is at 6 St David's Square, Westferry Road, London, England, E14 3WA.
- 22.3 You can contact us:
 - (a) by telephone, on the contact number published on our website; or
 - (b) by email, using the email address published on our website.