

TERMS & CONDITIONS

1. Terms & Conditions

1.1 These Terms and Conditions of sale incorporate all terms of the contract between us for the wines described in the Website and communicated between us electronically. The wines supplied are from High Clandon Estate Vineyard at Clandon Downs, High Clandon, Surrey GU4 7RP.

1.2 You shall be deemed to accept these terms & conditions, despite anything contrary stated in your order, when you click the "Pay" button and pay with your Credit or Debit Card using Barclays Services, or accept or consume the goods.

1.3 Any amendments made to these terms will be placed on this page.

1.4 When placing your order you will have the chance to amend or correct any details and also given the opportunity to check that they are correct before you submit them. Please, it is your responsibility to check that your order and details are accurate and to supply all information to complete the order as requested.

1.5 We can only accept your order once we have received payment for the full price of the goods.

1.6 Once payment has been received, we will confirm your order and send an email to the email address which you provided at the 'Checkout'.

1.7 Once we have accepted your order this constitutes a legally binding contract between us.

2. Price & Payment

2.1 Prices for goods that you order are displayed in our Website.

2.2 All prices are in UK Sterling.

2.3 Delivery charges are in addition to the prices per bottle or per case as quoted.

2.4 Any increase or change in price of our wines will be notified on our website.

2.5 We accept payment by Visa and Mastercard through Barclaycard Secure Processing which provides secure processing of your private data sent over the internet. Our shopping cart functionality is provided by Ecommerce Templates. No person within our company sees or has access to any details of your credit card given.

2.6 If a third party fraudulently uses your credit card, we recognise your right to cancel any payment made to us.

3. General Restrictions

3.1 Anyone under the age of 18 cannot buy wine. We will require that when placing an order you confirm you are at least 18 years old and that you are not buying alcohol for anyone under 18 years old.

3.2 We do not accept online orders for delivery of goods outside of the United Kingdom (UK).

4. Rights for Cancellation.

4.1 You may cancel your order/contract with us within 24 hours of placing it and you must notify us by telephone 01483 225660/ 01483 210125 (and confirmed by email) or by email in writing to email address: finewine@highclandon.co.uk.

4.2 You may cancel your contract if you have received the ordered goods and it is within

seven days of receipt, and provided the bottles are not opened and the seals on the bottles are not broken. You will be liable for the cost and risk of shipping these returned items.

4.3 You cannot cancel your contract if:

4.3.1 you have opened the goods

4.3.2 you have damaged or altered the goods in any way

4.3.3 the goods you have ordered have been made specifically for you and your order.

4.4 To cancel your contract you must notify us in writing or by email at finewine@highclandon.co.uk

4.5 If you have received the goods before you cancel your contract (except for the conditions in Clause 4.3 when you do not have a right to cancel) you must send the goods back to our contact address at your own cost and risk. If you cancel your contract and we have initiated delivery of the goods, then you must not unpack the goods when received by you and you must send the goods back to us at our address and at your own cost and risk as soon as possible.

4.6 All returned goods must be in their original condition and wrapping so please take care when unpacking goods and repacking.

4.7 Once you have notified us that you are cancelling your contract, any sum paid to us from your credit card will be re-credited to your account as soon as possible but certainly within 30 days of your order provided that the goods are returned and received by us in the condition in which they were when delivered to you. If you do not return all the goods delivered to you or do not pay the costs of delivery, we will deduct the direct costs of recovering the goods from the amount to be re-credited to you.

5. Cancellation by us

5.1 We may cancel the contract between us if we have insufficient stock to fulfil your order;

5.2 or we do not deliver to your area;

5.3 or we have listed the goods ordered at an incorrect price due to a typographical error or an error in the pricing information.

5.4 If we cancel your contract, we will notify you by email and will credit your account with any sum deducted by us from your credit card as soon as possible and within 30 days of your order. We cannot provide any additional compensation for any disappointment suffered.

5.3 We will ensure that our website reflects availability of our goods, but there is a possibility that an item is unavailable before we process your order. In that case, we will cancel your order and you will receive a full refund.

6. Delivery of goods to you

6.1 Your order of goods will be delivered to the address you chose for delivery at the time you make your order at the 'Checkout'.

6.2 Delivery will be made as soon as possible after your order is accepted (usually dispatched within 5 working days from the date of order acceptance) and in any event within 30 days of your order. For urgent orders we ask that you telephone us to arrange a suitable alternative. Please note that at certain times of the year e.g. Easter or Christmas, we cannot guarantee delivery within the usual time because we are dependant on the courier.

6.3 The courier normally delivers between 9am and 5pm, Monday to Friday. If you are not at the delivery address, the courier will try to leave the wine in a safe place and as per the instructions you provide at 'Checkout'.

6.4 You become the owner of the goods you have ordered when we have received payment in full for the goods and they have been delivered to you. Once goods have been delivered to you they will be held at your own risk and we will not be liable for their loss, damage or destruction.

6.5 If you are unable to accept delivery for any reason when ready for delivery, then the goods will be deemed to have been delivered as specified on the order acknowledgement. In these circumstances:

6.5.1 The risk in the goods passes to you, the purchaser.

6.5.2 We may store the goods until re-delivery and you will be liable for any additional costs or expenses.

7. Specification and Liability

7.1 Any descriptions, images, and specifications of the goods on our website are for the purpose of giving an approximate idea of the goods and we expect that you understand that there may be slight differences. They will not form part of the contract.

7.2 If the goods we deliver are not what you ordered or are damaged or defective or of an incorrect quantity, we will have no liability to you unless you notify us of the problem within 2 days of delivery in writing at our address or by email at finewine@highclandon.co.uk.

7.3 If you do not receive goods ordered within 30 days of the date on which you ordered, we shall have no liability to you unless you notify us in writing of the problem within 40 days of the date of order at our address or by email at finewine@highclandon.co.uk.

7.4 If you notify a problem to us under this clause, at your choice, our only obligation is either

7.4.1 to make good any shortage or non-delivery;

7.4.2 or to replace any goods that are damaged or defective;

7.4.3 or to refund the amount you paid for the goods in question in whatever way we choose.

7.5 We shall have no liability to pay any money to you by way of compensation other than to refund to you the amount paid by you for the goods in question under Clause 7.4.3, save as precluded by law and will not be liable to you for any indirect or consequential loss, damage or expenses (including loss of profits, business or goodwill) howsoever arising out of any problem you notify to us under this Clause.

7.6 You must observe and comply with all applicable regulations and legislation to purchase goods from our website. We make no representation and accept no liability in respect of the export or import of the goods you purchase.

7.7 Notwithstanding the foregoing, nothing in these Terms and Conditions is intended to limit any rights you might have as a consumer under applicable local law or other statutory rights that may not be excluded nor in any way to exclude or limit our liability to you for any death or personal injury resulting from our negligence.

8. Events beyond our Control

We have no liability to you for any failure to deliver goods which you have ordered or any delay in doing so or for any damage or defects to goods delivered that is caused by any event or circumstance beyond our reasonable control including, without limitation, strikes, lock-outs and other industrial disputes, breakdown of systems or network access, failure of internet or telecommunications provider, war, riot, civil commotion, malicious damage, compliance with any law or government order, rule, regulations or direction, flood, fire, storm, act of God, explosion or accident, or acts of terrorism.

9. Notices

Unless otherwise stated in these Terms and Conditions, all notices from you to us must be in writing and sent to our contact address High Clandon Estate Vineyard, Clandon Downs, High Clandon, Surrey GU4 7RP. We will post relevant notices on our website from to time.

10. Invalidity

If any part of these Terms and Conditions is unenforceable (including any provision in which we

exclude our liability to you) the enforceability of any other part of these Conditions will not be affected.

11. Privacy Policy & Data Protection Notice

11.1 We adhere to the procedures set out in the UK Data Protection Act 1998 in the storage and disclosure of any data to prevent unauthorised access.

11.2 Your information will be used to process orders and for the use of marketing, as set out in our [Privacy Policy](#).

11.3 At the stage when you place your order at 'Checkout', if you tick the boxes indicating that you wish to be added to our postal or email list, you are consenting for us to use your data for our marketing only.

12. Intellectual Property Rights

All of the copyright in the products and designs, materials, documents, site design, graphics, systems, codes and connections contained on our website or linked to it and the arrangement and selection are owned by or licensed to us, the website designers or the publishers of those sites to which this website links. All rights are reserved. You are entitled to electronically copy and to print in hard copy sections of this website only for the purpose of placing an order with us or for viewing our product range and not for any other purpose. Any other use of material on this website is strictly prohibited, including photocopying, modifying or distributing pages printed off our website for purposes other than noted above.

13. Third Party Rights

Except for our affiliates, directors, employees or representatives, a person who is not a party to these Terms and Conditions has no right under the UK Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms and Conditions but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

14. Entire agreement

These Terms and Conditions, together with our current website prices, delivery details, contact details and [Privacy Policy](#), set out the whole of our agreement relating to the supply of the goods to you by us. Nothing said by any sales person on our behalf should be understood as a variation of these Terms and Conditions or as an authorised representation about the nature or quality of any goods offered for sale by us. Save for fraud or fraudulent misrepresentation, we shall have no liability for any such representation being untrue or misleading.

15. Complaints

Should you be unhappy with any aspect of our service, please contact us by email at finewine@highclandon.co.uk or telephone on 01483 225660. Should you have a justified complaint regarding wine supplied by us to you then you must retain the bottles and their contents and return them to us if requested, before we can make a refund or replacement. In this event, the collection and replacement costs will be borne by High Clandon Estate Vineyard. We will respond to any complaints as soon as possible and try to resolve most issues within one week. We will keep you informed of progress until a satisfactory resolution has been achieved.

16. Governing Law

The Contract between us shall be governed by and interpreted in accordance with English law and English courts shall have exclusive jurisdiction to resolve any disputes between us.

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