
TERMS AND CONDITIONS

BACKGROUND:

These Terms and Conditions, together with any and all other documents referred to herein, set out the terms under which Goods are sold by Us through this website, <http://www.liquidindulgence.co.uk> (“Our Site”). Please read these Terms and Conditions carefully and ensure that you understand them before ordering any Goods from Our Site. You will be required to read and accept these Terms and Conditions when ordering Goods. If you do not agree to comply with and be bound by these Terms and Conditions, you will not be able to order Goods through Our Site. These Terms and Conditions, as well as any and all Contracts are in the English language only.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Contract”	means a contract for the purchase and sale of Goods, as explained in Clause 8;
“Dispatch Confirmation”	means our acceptance and confirmation of your Order;
“Goods”	means the goods sold by Us through Our Site;
“Order”	means your order for Goods;
“We/Us/Our”	means Liquid Indulgence Limited, a company registered in England under 07463685, whose registered address is 21 Back Lane South, Wheldrake, York, YO19 6DT.

2. Information About Us

2.1 Our Site, <http://www.liquidindulgence.co.uk>, is owned and operated by Liquid Indulgence Limited, a limited company registered in England under 07463685, whose registered address is 21 Back Lane South, Wheldrake, York, YO19 6DT and whose main trading address is 21 Back Lane South, Wheldrake, York, YO19 6DT.

3. Access to and Use of Our Site

- 3.1 Access to Our Site is free of charge.
- 3.2 It is your responsibility to make any and all arrangements necessary in order to access Our Site.
- 3.3 Access to Our Site is provided “as is” and on an “as available” basis. We may alter, suspend or discontinue Our Site (or any part of it) at any time and without notice. We will not be liable to you in any way if Our Site (or any part of it) is unavailable at any time and for any period.
- 3.4 Use of Our Site is subject to our Website Terms of Use. Please ensure that you have read them carefully and that you understand them.

4. **Age Restrictions**

- 4.1 Consumers may only purchase Goods through Our Site if they are at least 18 years of age.
- 4.2 None of the Goods on Our Site may be purchased by anyone under 18 years of age

5. **Business Customers**

These Terms and Conditions do not apply to customers purchasing Goods in the course of business. If you are a business customer, please consult our Business Terms of Sale.

6. **International Customers**

If Goods are being ordered from outside the United Kingdom, import duties and taxes may be incurred once your Goods reach their destination. We are not responsible for such charges and We undertake to make no calculations or estimates in this regard. If you are buying internationally, you are advised to contact your local customs authorities for further details on costs and procedures. As the purchaser of the Goods, you will also be the importer of record and as such should ensure that your purchase is in full compliance with the laws of the country into which the Goods are being imported. Please be aware that Goods may be inspected on arrival at port for customs purposes and We cannot guarantee that the packaging of your Goods will be free of signs of tampering. Please also be aware that United Kingdom consumer protection laws may not apply.

7. **Goods, Pricing and Availability**

- 7.1 We make all reasonable efforts to ensure that all descriptions and graphical representations of Goods available from Us correspond to the actual Goods. Please note, however, the following:
 - 7.1.1 Images of Goods are for illustrative purposes only. There may be slight variations in colour between the image of a product and the actual product sold due to differences in computer displays and lighting conditions;
 - 7.1.2 Images and/or descriptions of packaging are for illustrative purposes only, the actual packaging of Goods may vary.
- 7.2 Please note that sub-Clause 7.1 does not exclude Our responsibility for mistakes due to negligence on Our part and refers only to minor variations of the correct Goods, not to different Goods altogether. Please refer to Clause 11 if you receive incorrect Goods (i.e. Goods that are not as described).
- 7.3 Where appropriate, you may be required to select the required quantity of the Goods that you are purchasing.
- 7.4 We neither represent nor warrant that Goods will be available. Stock indications are provided on Our Site, however such indications can from time to time be inaccurate due to administration restrictions.
- 7.5 We make all reasonable efforts to ensure that all prices shown on Our Site are correct at the time of going online. We reserve the right to change prices and to add, alter, or remove special offers from time to time and as necessary. All

pricing information is reviewed and updated regularly. Changes in price will not affect any order that you have already placed (please note sub-Clause 7.8 regarding VAT, however).

- 7.6 All prices are checked by Us when We process your Order. In the unlikely event that We have shown incorrect pricing information, please note the following:
- 7.6.1 We will contact you in writing before proceeding with your Order to inform you of the mistake and to ask you how you wish to proceed. We will give you the option to purchase the Goods at the correct price or to cancel your Order (or the affected part thereof). We will not proceed with processing your Order until you respond. If We do not receive a response from you within 5 working days, We will treat your Order as cancelled and notify you of the same in writing.
- 7.7 In the event that the price of Goods you have ordered changes between your Order being placed and Us processing that Order and taking payment, you will be charged the price shown on Our Site at the time of placing your Order.
- 7.8 All prices on Our Site include VAT. If the VAT rate changes between your Order being placed and Us taking payment, the amount of VAT payable will be automatically adjusted when taking payment.
- 7.9 Delivery charges are not included in the price of Goods on Our Site. For more information on delivery charges, please refer to <http://www.liquidindulgence.co.uk/delivery-charges>. Delivery options and related charges will be presented to you as part of the order process.

8. Orders – How Contracts Are Formed

- 8.1 Our Site will guide you through the ordering process. Before submitting your Order to Us you will be given the opportunity to review your Order and amend it. Please ensure that you have checked your Order carefully before submitting it.
- 8.2 No part of Our Site constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer that We may, at Our sole discretion, accept. Our acknowledgement of receipt of your Order does not mean that we have accepted it. Our acceptance is indicated by Us sending you a Dispatch Confirmation by email. Only once We have sent you a Dispatch Confirmation will there be a legally binding Contract between Us and you.
- 8.3 Dispatch Confirmations shall contain the following information:
- 8.3.1 Confirmation of the Goods ordered including full details of the main characteristics of those Goods;
- 8.3.2 Fully itemised pricing for the Goods ordered including, where appropriate, taxes, delivery and other additional charges;
- 8.3.3 Estimated delivery date(s) and time(s);
- 8.4 We will also include a paper copy of the Dispatch Confirmation with your Goods.
- 8.5 If We, for any reason, do not accept or cannot fulfil your Order, no payment shall be taken under normal circumstances. If We have taken payment any such sums will be refunded to you as soon as possible and in any event within 5 working days.

9. **Payment**

- 9.1 Payment for Goods and related delivery charges must always be made in advance and you will be prompted to pay during the order process.
- 9.2 We accept the following methods of payment on Our Site:
 - 9.2.1 Direct bank transfer;
 - 9.2.2 Cheque;
 - 9.2.3 Cash on delivery (local delivery only);
 - 9.2.4 Debit and credit card (excluding American Express);

10. **Delivery, Risk and Ownership**

- 10.1 All Goods purchased through Our Site will normally be delivered within 30 calendar days of the date of Our Dispatch Confirmation unless otherwise agreed (subject to delays caused by events outside of Our control, for which see Clause 15).
- 10.2 If We are unable to deliver the Goods on the delivery date (if, for example, no one is available at your address to receive the Goods) We will contact you to arrange an alternative solution.
- 10.3 In the unlikely event that We fail to deliver the Goods within 30 calendar days of Our dispatch confirmation (unless otherwise agreed as under sub-Clause 10.1), if any of the following apply you may cancel your Order immediately:
 - 10.3.1 We have refused to deliver your Goods; or
 - 10.3.2 In light of all relevant circumstances, delivery within that time period was essential; or
 - 10.3.3 You told Us when ordering the Goods that delivery within that time period was essential.
- 10.4 If you do not wish to cancel under sub-Clause 10.3 or if none of the specified circumstances apply, you may specify a new (reasonable) delivery date. If We fail to meet the new deadline, you may then cancel your Order.
- 10.5 You may cancel all or part of your Order under sub-Clauses 10.3 or 10.4 provided that separating the Goods in your Order would not significantly reduce their value. Any sums that you have already paid for cancelled Goods and their delivery will be refunded to you. Please note that if any cancelled Goods are delivered to you, you must return them to Us or arrange with Us for their collection. In either case, We will bear the cost of returning the cancelled Goods.
- 10.6 Delivery shall be deemed complete once We have delivered the Goods to the address (including, where relevant, any alternative address) provided in your Order.
- 10.7 The risk in the Goods shall remain with Us until they come into your physical possession.
- 10.8 Ownership of the Goods passes to you once we have received payment in full of all sums due (including any applicable delivery charges).

11. **Faulty, Damaged or Incorrect Goods**

- 11.1 By law, We must provide goods that are of satisfactory quality, fit for purpose and as described at the time of purchase. If any Goods you have purchased do not comply and, for example, have faults or are damaged when you receive them, or if you receive incorrect Goods, please contact Us as soon as reasonably possible to inform us of the fault, damage or error, and to arrange for a refund, repair or replacement.
- 11.2 You will have a reasonable period of time (depending upon the nature of the Goods) following delivery to inspect and reject the Goods. After this period, or if you use the Goods in a manner that is inconsistent with Our ownership of them (for example, making alterations or otherwise customising the Goods), or if you tell Us that you have accepted the Goods, you will be deemed to have accepted the Goods. Before accepting the Goods you will be entitled to reject them and receive a full refund (or a repair or replacement if you prefer it) if the Goods are not of satisfactory quality, unfit for purpose, or do not match their description.
- 11.3 If you have accepted the Goods, as described in sub-Clause 11.2, you may no longer be entitled to a full refund in which case you may request a replacement. If a replacement is not possible, would impose a significant burden on Us, or could not be performed within a reasonable time and without significant inconvenience to you, you may opt either to keep the Goods at a reduced price, or to cancel the Contract and receive a refund. Please note that such refunds may be reduced to take account of any use you have had of the Goods since they were delivered to you.
- 11.4 If you are rejecting the Goods and claiming a full refund under sub-Clause 11.2 you must prove to Us that the Goods were not of satisfactory quality, unfit for purpose, or did not match their description when you received them. If you have accepted the Goods and are instead seeking a replacement under sub-Clause 11.3 within six months of receipt, it will be assumed that the problem existed at the time of delivery unless Our subsequent assessment of the Goods proves otherwise. If you are seeking a replacement under sub-Clause 11.3 after six months following receipt, please note that you must prove to Us that the problem existed at the time of delivery. Please note that your right to make a claim under this sub-Clause 11.4 lasts for up to six years after the date of delivery. Please contact your local Citizens' Advice Bureau or Trading Standards Office for more information.
- 11.5 Please note that you will not be eligible to claim under this Clause 11 if We informed you of the fault(s), damage or other problems with the Goods before your purchase of the them (and it is because of the same issue that you now wish to return them); if you have purchased the Goods for an unsuitable purpose that is neither obvious nor made known to Us and the problem has resulted from your use of the Goods for that purpose; or if the problem is the result of normal wear and tear, misuse or intentional or careless damage. Please also note that you may not return Goods to Us under this Clause 11 merely because you have changed your mind. If you are a consumer in the European Union you have a legal right to a 14 calendar day cooling off period within which you can return Goods for this reason. Please refer to Clause 12 for more details.
- 11.6 To return Goods to Us for any reason under this Clause 11, please contact Us to arrange for a collection and return. We will be fully responsible for the costs of returning Goods under this Clause 11 and will reimburse you where appropriate.
- 11.7 Replacements issued under this Clause 11 will be dispatched within a

reasonable time. All replacements will be performed and/or issued at Our expense. Refunds (whether full or partial, including reductions in price) under this Clause 11 will be issued within 5 working days of the event triggering the refund.

- 11.8 Any and all refunds issued under this Clause 11 will include all delivery costs paid by you when the Goods were originally purchased.
- 11.9 For further information on your rights as a consumer, please contact your local Citizens' Advice Bureau or Trading Standards Office.

12. **Cancelling and Returning Goods if You Change Your Mind**

- 12.1 If you are a consumer in the European Union, you have a legal right to a "cooling off" period within which you can cancel the Contract for any reason. This period begins once your Order is complete and We have sent you your Dispatch Confirmation, i.e. when the Contract between you and Us is formed.
 - 12.1.1 If the Goods are being delivered to you in a single instalment (whether single or multiple items), the cooling off period ends 14 calendar days after the day on which you receive the Goods.
 - 12.1.2 If the Goods are being delivered in separate instalments on separate days, the cooling off period ends 14 calendar days after the day on which you receive the final instalment of Goods.
 - 12.1.3 If your order is for the regular delivery of Goods over a defined period, the cooling off period ends 14 calendar days after the day on which you receive the first delivery of Goods.
- 12.2 If you wish to exercise your right to cancel under this Clause 12, you must inform Us of your decision within the cooling off period. You may do so in any way you wish, however for your convenience We offer a cancellation form on Our Site <http://www.liquidindulgence.co.uk/cancellation>. Cancellation by email or by post is effective from the date on which you send Us your message. Please note that the cooling off period lasts for whole calendar days. If, for example, you send Us an email or letter by 23:59 on the final day of the cooling off period, your cancellation will be valid and accepted. If you would prefer to contact Us directly to cancel, please use the following details:
 - 12.2.1 Telephone: 01904 448288
 - 12.2.2 Email: cheers@liquidindulgence.co.uk
 - 12.2.3 Post: 21 Back Lane South, Wheldrake, York, YO19 6DT
- 12.3 We may ask you why you have chosen to cancel and may use any answers you provide to improve Our Goods and services, however please note that you are under no obligation to provide any details if you do not wish to.
- 12.4 Please note that you may lose your legal right to cancel under this Clause 12 in the following circumstances:
 - 12.4.1 If the Goods are sealed for health or hygiene reasons and you have unsealed those Goods after receiving them;
 - 12.4.2 If the Goods have been inseparably mixed with other items (according to their nature) after you have received them.
- 12.5 Please ensure that you return Goods to Us no more than 14 calendar days after the day on which you have informed Us that you wish to cancel under this Clause 12.

- 12.6 You may request that We collect the Goods from you. Please ensure that the Goods are ready for collection at the agreed time and location.
- 12.7 You may return Goods to Us in person during Our business hours of 9am to 5pm or you may return them by post or another suitable delivery service of your choice to Our returns address at 21 Back Lane South, Wheldrake, York, YO19 6DT. Please note that you must bear the costs of returning Goods to Us if cancelling under this Clause 12. We will also charge you the direct cost to Us of collection if you request that We collect the Goods from you. The cost of returning Goods to Us should not normally exceed the cost of having them originally delivered to you if you use the same carrier.
- 12.8 Refunds under this Clause 12 will be issued to you within 14 calendar days of the following:
- 12.8.1 The day on which We receive the Goods back; or
- 12.8.2 The day on which you inform Us (supplying evidence) that you have sent the Goods back (if this is earlier than the day under sub-Clause 12.8.1); or
- 12.8.3 If We are collecting the Goods under sub-Clause 12.6, the day on which you inform Us that you wish to cancel the Contract; or
- 12.8.4 If We have not yet provided a Dispatch Confirmation or have not yet dispatched the Goods, the day on which you inform Us that you wish to cancel the Contract.
- 12.9 Refunds under this Clause 12 may be subject to deductions in the following circumstances:
- 12.10 Refunds may be reduced for any diminished value in the Goods resulting from your excessive handling of them. For the purposes of this Clause 12, “excessive handling” means any more handling than is reasonable required to ascertain the nature and characteristics of the Goods in question (e.g. no more than would be permitted in a shop). Please note that if We issue a refund before We have received the Goods and have had a chance to inspect them, We may subsequently charge you an appropriate sum if We find that the Goods have been handled in a way that would otherwise entitle Us to reduce your refund.
- 12.11 Standard delivery charges will be reimbursed in full as part of your refund. Please note, however, that We cannot reimburse for premium delivery. We will only reimburse the equivalent standard delivery costs when issuing refunds under this Clause 12.
- 12.12 Refunds under this Clause 12 will be made using the same payment method that you used when ordering the Goods unless you specifically request that We make a refund using a different method.

13. **Guarantee**

- 13.1 Where We are not the manufacturer of the Goods, the Goods are provided with a manufacturer’s guarantee. For further details and terms, please refer to the manufacturer’s guarantee documentation supplied with the Goods.
- 13.2 The manufacturer’s guarantee exists in addition to your legal rights as a consumer (that the Goods match their description, that they are of satisfactory quality and that they are fit for purpose). For Goods that do not match their description, are not of satisfactory quality, or are not fit for purpose, please refer to Clause 11. More information on your rights as a consumer can be obtained

from your local Citizens' Advice Bureau or Trading Standards Office.

14. Our Liability to Consumers

- 14.1 We will be responsible for any foreseeable loss or damage that you may suffer as a result of Our breach of these Terms and Conditions or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of Our breach or negligence or if it is contemplated by you and Us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable. We will not be liable for loss or damage caused by the customer handling the wine. In particular we will not be liable for spillages or breakages.
- 14.2 We only supply Goods for domestic and private use by consumers. We make no warranty or representation that the Goods are fit for commercial, business or industrial use of any kind (including resale). We will not be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.
- 14.3 Nothing in these Terms and Conditions seeks to limit or exclude Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.
- 14.4 Furthermore, nothing in these Terms and Conditions seeks to exclude or limit Our liability for the following with respect to your rights as a consumer:
 - 14.4.1 Breach of your right to title and quiet possession as implied by Section 12 of the Sale of Goods Act 1979;
 - 14.4.2 Breach of terms relating to description, satisfactory quality, fitness for purpose and samples as implied by Sections 13, 14 and 15 of the Sale of Goods Act 1979;
 - 14.4.3 Our liability relating to defective products as set out in the Consumer Protection Act 1987.

15. Events Outside of Our Control (Force Majeure)

- 15.1 We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action by third parties, civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism, acts of war, governmental action, epidemic or other natural disaster, or any other event that is beyond Our reasonable control.
- 15.2 If any event described under this Clause 15 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:
 - 15.2.1 We will inform you as soon as is reasonably possible;
 - 15.2.2 Our obligations under these Terms and Conditions (and therefore the Contract) will be suspended and any time limits that We are bound by will be extended accordingly;

- 15.2.3 We will inform you when the event outside of Our control is over and provide details of any new dates, times or availability of Goods as necessary;
- 15.2.4 If the event outside of Our control continues for more than ten working days We will cancel the Contract and inform you of the cancellation. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible and in any event within ten working days of the date on which the Contract is cancelled;
- 15.2.5 If an event outside of Our control occurs and you wish to cancel the Contract as a result, you may do so. Any refunds due to you as a result of such cancellation will be paid to you as soon as is reasonably possible and in any event within ten working days of the date on which the Contract is cancelled.
- 15.2.6 If the contract is cancelled by you or by Us under this Clause 15, any relevant Goods that must be returned will be returned at Our expense (with Us reimbursing you where appropriate).

16. **Communication and Contact Details**

- 16.1 If you wish to contact Us with general questions or complaints, you may contact Us by telephone at 01904 448288, by email at cheers@liquidindulgence.co.uk, or by post at 21 Back Lane South, Wheldrake, York, YO19 6DT.
- 16.2 For matters relating the Goods or your Order, please contact Us by telephone at 01904 448288, by email at cheers@liquidindulgence.co.uk, or by post at 21 Back Lane South, Wheldrake, York, YO19 6DT.
- 16.3 For matters relating to cancellations, please contact Us by telephone at 01904 448288, by email at cheers@liquidindulgence.co.uk, by post at 21 Back Lane South, Wheldrake, York, YO19 6DT, or refer to the relevant Clauses above.

17. **Complaints and Feedback**

- 17.1 We always welcome feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that your experience as a customer of Ours is a positive one, We nevertheless want to hear from you if you have any cause for complaint.
- 17.2 All complaints are handled in accordance with Our complaints handling policy and procedure, both of which are available from 21 Back Lane South, Wheldrake, York, YO19 6DT.
- 17.3 If you wish to complain about any aspect of your dealings with Us, please contact Us in one of the following ways:
 - 17.3.1 In writing, addressed to Alan Terry, 21 Back Lane South, Wheldrake, York, YO19 6DT;
 - 17.3.2 By email, addressed to alan@liquidindulgence.co.uk at 21 Back Lane South, Wheldrake, York, YO19 6DT;
 - 17.3.3 By contacting Us by telephone on 01904 448288.

18. **How We Use Your Personal Information (Data Protection)**

- 18.1 All personal information that We may collect (including, but not limited to, your

name, address and telephone number) will be collected, used and held in accordance with the provisions of the Data Protection Act 1998 and your rights under that Act.

- 18.2 We may use your personal information to:
 - 18.2.1 Provide Our Goods and services to you;
 - 18.2.2 Process your Order (including payment) for the Goods; and
 - 18.2.3 Inform you of new products and/or services available from Us (if you opt or have previously opted to receive it). You may request that we stop sending you this information at any time.
- 18.3 In certain circumstances (if, for example, you wish to purchase Goods on credit), and with your consent, We may pass your personal information on to credit reference agencies. These agencies are also bound by the Data Protection Act 1998 and should use and hold your personal information accordingly.
- 18.4 We will not pass on your personal information to any third parties without first obtaining your express permission.

19. **Other Important Terms**

- 19.1 We may transfer (assign) Our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs, you will be informed by Us in writing. Your rights under these Terms and Conditions will not be affected and Our obligations under these Terms and Conditions will be transferred to the third party who will remain bound by them.
- 19.2 You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without Our express written permission.
- 19.3 The Contract is between you and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions
- 19.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.
- 19.5 No failure or delay by Us in exercising any of Our rights under these Terms and Conditions means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms and Conditions means that We will waive any subsequent breach of the same or any other provision.
- 19.6 We may revise these Terms and Conditions from time to time in response to changes in relevant laws and other regulatory requirements. If We change these Terms and Conditions as they relate to your Order, We will give you reasonable advance notice of the changes and provide details of how to cancel if you are not happy with them. If you do opt to cancel, you must return any affected Goods you have already received and we will arrange for a full refund (including delivery charges) which will be paid within ten working days of your cancellation.

20. **Law and Jurisdiction**

- 20.1 These Terms and Conditions, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with, English law.
- 20.2 If you are a consumer, any disputes concerning these Terms and Conditions, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.
- 20.3 If you are a business, any disputes concerning these Terms and Conditions, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales.