

Albourne Estate



TERMS OF SALE

Updated: 1st September 2014

PLEASE READ THESE TERMS OF SALE CAREFULLY BEFORE PLACING YOUR ORDER AND RETAIN A COPY OF THESE TERMS AND YOUR ORDER FOR FUTURE REFERENCE

1. Contract

1.1 These Terms and Conditions of sale comprise all the terms of the contract between us for the goods described in the Website and communicated to us electronically by you. The goods supplied from the Website are supplied by Albourne Winery Limited, trading as Albourne Estate a company registered in England and Wales (registration number 7308272) whose registered office is at Albourne Farm, Shaves Wood Lane, Albourne, West Sussex, BN6 9DX and whose VAT registration number is 116554325.

1.3 We may amend these terms from time to time by placing appropriate notification on this page.

1.4 If you make any input errors during the placing of your order you will be given the opportunity to check that your details are accurate before you submit your details. It is your responsibility to check that your order is accurate and to supply all relevant information accurately which is necessary to complete the order requested.

1.5 We must receive payment of the whole of the price for the goods that you order before your order can be accepted.

1.6 Once payment has been received by us we will confirm that your order has been accepted by sending an email to you at the email address you provide in your order page at the 'Checkout'.

1.7 Our acceptance of your order brings into existence a legally binding contract between us.

2. Restrictions

2.1 We cannot sell alcohol to anyone under the age of 18. When placing an order and before the 'Checkout' process can continue, you will be required to confirm that you are at least 18 years old and that you are not buying alcohol for someone who is under 18 years old.

2.2 At present, we cannot accept online orders for delivery of goods outside of the United Kingdom (UK). Please contact us at alison.nightingale@albourneestate.co.uk if you wish to purchase wine for export from the UK.

3. Price and Payment Options

3.1 The prices payable for goods that you order are as set out in our Website.

3.2 All prices are in UK Sterling and are inclusive of Value Added Tax, unless otherwise specified.

3.3 The delivery charge to most locations on the UK mainland, excluding those listed below, is £9.99 (including VAT) for all orders. Please contact us for current delivery prices to the following UK postcode areas:

Zone 2

The Highlands and Islands of Scotland – postcodes IV, HS, KA27-28, KW, PA20-49, PA60-78, PH17-26, PH30-44, PH49-50, ZE

Zone 3

Northern Ireland, Isle of Man and Isles of Scilly – postcodes BT, IM TR21-25

3.4 We reserve the right to increase the price of the goods from time to time, notice of which will be placed on our Website.

3.5 We accept payment by Direct Bank Transfer or via PayPal Your credit card details are captured securely within PayPal. At no time do our employees or any person within our company see any details of your credit card.

3.6 We recognise your right to cancel any payment made to us through the fraudulent use of your card by a third party.

4. Right for you to cancel your contract

4.1 You may cancel your contract with us for the goods you order at any time up to the end of the seventh working day from the date you receive the ordered goods, provided the bottles are not opened and the seals on the bottles are not broken.

4.2 You cannot cancel your contract if:

4.2.1 the goods you have ordered have been made specifically to your order from their generic form;

4.2.2 the goods have been opened by you; or

4.2.3 the goods have been altered or damaged by you in any way.

4.3 To cancel your contract you must notify us by email at alison.nightingale@albourneesate.co.uk

4.4 If you have received the goods before you cancel your contract then unless, under Clause 4.2, 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 but we have already processed the goods for delivery you must not unpack the goods when they are received by you and you must send the goods back to us at our contact address at your own cost and risk within 7 working days of delivery.

4.5 All goods must be returned in their original condition and wrapping, therefore please take care when unpacking goods and repacking.

4.6 Once you have notified us that you are cancelling your contract, any sum paid to us by bank transfer or debited to us from your credit card will be re-credited to your account as soon as possible and in any event within 30 days of your order PROVIDED THAT the goods in question are returned by you and received by us in the condition they were in when delivered to you. If you do not return the goods delivered to you or do not pay the costs of delivery, we shall be entitled to deduct the direct costs of recovering the goods from the amount to be re-credited to you.

5. Cancellation by us

5.1 We reserve the right to cancel the contract between us if:

5.1.1 we have insufficient stock to deliver the goods you have ordered;

5.1.2 we do not deliver to your area; or

5.1.3 one or more of the goods you ordered was listed at an incorrect price due to a typographical error or an error in the pricing information.

5.2 If we do cancel your contract we will notify you by email and will re-credit to your account any sum deducted by us from your credit card as soon as possible but in any event within 30 days of your order. We will not be obliged to offer any additional compensation for disappointment suffered.

5.3 Whilst we will endeavour to ensure that our Website reflects actual stock levels, there is a possibility of an item becoming unavailable before we are able to process your order. If we are unable to supply your ordered items we will inform you by email and offer you a choice of a substitution or cancellation.

6. Delivery of goods to you

6.1 We will deliver the goods ordered by you to the address you give us for delivery at the time you make your order at the 'Checkout'. Please ensure all details are correct.

6.2 We use ParcelForce for our deliveries. Delivery will be made as soon as possible after your order is accepted (usually dispatched within 5-7 working days from the date the order is accepted) and in any event within 30 days of your order. Please note that at those times of the year when high volumes of orders are being placed, e.g. Christmas, Easter etc., we cannot always guarantee delivery within the usual timeframe.

6.3 ParcelForce will normally deliver between 9am and 5pm, Monday to Friday. If a recipient is not present to accept delivery, ParcelForce will leave a card and make an attempt to deliver again the following working day. If the second attempt fails, the item will be stored at the local post office for 16 days for collection, after which it is returned to us

6.4 You will 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 You may choose to collect the goods ordered direct from the vineyard. This option needs to be selected by you at the Checkout and we will email you to arrange a mutually convenient time.

7. Specification and Liability

7.1 The images, digital copies, descriptive matter and specifications of the goods contained on the Website are posted for the sole purpose of giving an approximate idea of the goods and you acknowledge that there may be slight differences. They will not form part of this Contract.

7.2 If the goods we deliver are not what you ordered or are damaged or defective or the delivery is of an incorrect quantity, we shall have no liability to you unless you notify us in writing at our contact address or at alison.nightingale@albourneestate.co.uk of the problem within 2 days of the delivery of the goods in question.

7.3 If you do not receive goods ordered by you within 30 days of the date on which you ordered

them, we shall have no liability to you unless you notify us in writing at our contact address of the problem within 40 days of the date on which you ordered the goods.

7.4 If you notify a problem to us under this clause, our only obligation will be, at your option:

7.4.1 to make good any shortage or non-delivery;

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

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

7.5 Save as precluded by law, we 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 and 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 above.

7.6 You must observe and comply with all applicable regulations and legislation, including obtaining all necessary customs, import or other permits to purchase goods from our Website. The importation or exportation of certain of our goods to you may be prohibited by certain national laws. 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

8.1 We shall have no liability to you for any failure to deliver goods you have ordered or any delay in doing so or for any damage or defect 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 ISP or telecommunications provider, failure of delivery company, 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

9.1 Unless otherwise expressly stated in these Terms and Conditions, all notices from you to us must be in writing and sent to our contact address at Albourne Winery Ltd, Albourne Farm, Shaves Wood Lane, Albourne, West Sussex, BN6 9DX and all notices from us to you will be displayed on our Website from to time.

10. Invalidity

10.1 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. Data Protection Notice and Privacy Policy

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](#).

12. Intellectual Property Rights

12.1 All of the copyright in the products and designs, material, documents, site design, graphics, systems, codes and connections contained on our Website or linked to it and the selection and arrangement thereof 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 for the sole 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, including photocopying, modifying and/or distributing any pages printed off this Website for the purposes other than those noted above, without our prior written consent, is strictly prohibited.

13. Third party rights

13.1 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. Governing law

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

15. Entire agreement

15.1 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.

16. Complaints

16.1 If you are unhappy with any aspect of our service to you, please do not hesitate to contact us by email at Alison.Nightingale@albourneestate.co.uk. If you have a justified complaint regarding wine supplied by us to you then you will need to retain the affected bottles and have these available to return to us if requested before a refund or replacement can be made. In this case the collection and replacement costs will be borne by Albourne Winery Ltd. We will respond to any complaints as soon as possible and will endeavour to resolve most issues within 2 working days. We will keep you informed of progress until a satisfactory resolution has been reached.