

**Please read the following important terms and conditions before you buy anything on our website and check that they contain everything which you want and nothing that you are not willing to agree to.**

This contract sets out:

- your legal rights and responsibilities;
- our legal rights and responsibilities; and
- certain key information required by law.

In this contract:

- **'We', 'us' or 'our'** means Murray and Yeatman Distilleries Limited, a company registered in England and Wales under company number 12203024, with registered address at 4 Whiteley Close, Seaford, BN25 4AQ; and
- **'You' or 'your'** means the person using our site to buy goods from us.

If you don't understand any of this contract and want to talk to us about it, please contact us during normal working hours by:

- Email [info@murrayyeatman.com](mailto:info@murrayyeatman.com); or
- Telephone +44 (0)330 133 0043.

## **1 Introduction**

- 1.1 If you buy goods on our site you agree to be legally bound by this contract.
- 1.2 You may only buy goods from our site for non-business reasons.
- 1.3 This contract is only available in English. No other languages will apply to this contract.
- 1.4 When buying any goods you also agree to be legally bound by our website terms of use and website acceptable use policy which form part of this contract as though set out in full here.

## **2 Your privacy and personal information**

- 2.1 Our **Privacy Policy** is available at [www.murrayyeatman.com/privacy-policy/](http://www.murrayyeatman.com/privacy-policy/)
- 2.2 Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities if you have a query or complaint about the use of your personal information.

## **3 Ordering goods from us**

- 3.1 Below, we set out how a legally binding contract between you and us is made.

- 3.2 You place an order on the site by selecting the items you wish to purchase, the items being saved in your basket which are then ordered via completing a payment online. Please read and check your order carefully before submitting it. However, if you need to correct any errors you can do so before submitting it to us.
- 3.3 When you place your order at the end of the online checkout process (eg when you click on the place order button), we will acknowledge it by email. This acknowledgement does not, however, mean that your order has been accepted.
- 3.4 We may contact you to say that we do not accept your order. This is typically for the following reasons:
- 3.4.1 the goods are unavailable;
  - 3.4.2 we cannot authorise your payment;
  - 3.4.3 you are not allowed to buy the goods from us;
  - 3.4.4 we are not allowed to sell the goods to you;
  - 3.4.5 you have ordered too many goods; or
  - 3.4.6 there has been a mistake on the pricing or description of the goods.
- 3.5 We will only accept your order when we email you to confirm the order has been accepted and when delivery to you can be expected (**Confirmation Email**). At this point:
- 3.5.1 a legally binding contract will be in place between you and us; and
  - 3.5.2 we will dispatch the goods to you to the address you provided.
- 3.6 If you are under the age of 18 you may not buy any goods from the site.

#### **4 No right to cancel**

- 4.1 Once you have submitted an order and payment has been made you cannot cancel or return the goods delivered to you.
- 4.2 If you would like to contact us about an order, please send an email to [info@murrayeatman.com](mailto:info@murrayeatman.com)

#### **5 Delivery**

- 5.1 We use APC to deliver our goods. You can see your delivery options during the online order process before you submit the order.
- 5.2 The estimated date and time window for delivery of the goods is set out in the Confirmation Email (see clause 3.5).
- 5.3 If something happens which:
- 5.3.1 is outside of our control; and
  - 5.3.2 affects the estimated date of delivery;

we will let you have a revised estimated date for delivery of the goods.

- 5.4 Delivery of the goods will take place when we deliver them to the address that you gave to us.
- 5.5 We cannot deliver the goods if we are unable to properly identify you. Please provide our driver with a form of ID (passport or photocard driving licence) to confirm your name and age.
- 5.6 Unless you and we agree otherwise, if we cannot deliver your goods within 30 days, we will:
  - 5.6.1 let you know;
  - 5.6.2 cancel your order; and
  - 5.6.3 give you a refund.
- 5.7 If nobody is available to take delivery, please contact us / the courier using the details in the Confirmation Email to arrange another date for delivery.
- 5.8 You are responsible for the goods when delivery has taken place. In other words, the risk in the goods passes to you when you take possession of the goods.
- 5.9 We do not make deliveries to any addresses outside of the UK.

## **6 Payment**

- 6.1 We accept the following credit cards and debit cards: Visa, Visa Debit, Mastercard, Maestro, Amex
- 6.2 We will do all that we reasonably can to ensure that all of the information you give us when paying for the goods is secure by using an encrypted secure payment mechanism provided by Takepayments and Barclaycard. However, in the absence of negligence on our part, any failure by us to comply with this contract or our Privacy Policy (see clause 2) or breach by us of our duties under applicable laws we will not be legally responsible to you for any loss that you may suffer if a third party gains unauthorised access to any information that you provide.
- 6.3 Your credit card or debit card will only be charged when the goods are dispatched.
- 6.4 All payments by credit card or debit card need to be authorised by the relevant card issuer. We may also need to use extra security steps via:
  - 6.4.1 Verified by Visa: [www.visa.co.uk](http://www.visa.co.uk) ;
  - 6.4.2 Mastercard@SecureCode™: [www.mastercard.co.uk](http://www.mastercard.co.uk) ; or
  - 6.4.3 American Express SafeKey: [www.americanexpress.com/uk/](http://www.americanexpress.com/uk/) .
- 6.5 If your payment is not received by us and you have already received the goods, you:
  - 6.5.1 must pay for such goods within 30 days; or
  - 6.5.2 must return them to us as soon as possible in the same condition.

- 6.6 If you do not return any goods (such as where you have not paid for them) we may collect the goods from you at your expense. We will try to contact you to let you know if we intend to do this.
- 6.7 Nothing in this clause affects your legal rights to cancel the contract during the 'cooling off' period under clauses 4 and **Error! Reference source not found.**
- 6.8 The price of the goods:
- 6.8.1 is in pounds sterling (£)(GBP);
  - 6.8.2 includes VAT at the applicable rate; and
  - 6.8.3 does not include the cost of delivering the goods.

## **7 Nature of the goods**

- 7.1 We are required by law to ensure our goods:
- 7.1.1 are of satisfactory quality;
  - 7.1.2 are fit for purpose; and
  - 7.1.3 match the description, sample or model.
- 7.2 The packaging of the goods may be different from that shown on the site.
- 7.3 While we try to make sure that:
- 7.3.1 all weights, sizes and measurements set out on the site are as accurate as possible, there may be a small tolerance of up to 2% in such weights, sizes and measurements; and
  - 7.3.2 the colours of the labelling of our goods are displayed accurately on the site, the actual colours that you see on your computer may vary depending on the monitor that you use.
- 7.4 Any goods sold at discount prices will be identified and sold as such.
- 7.5 If we can't supply certain goods we may need to substitute them with alternative goods of equal or better standard and value. In this case:
- 7.5.1 we will let you know if we intend to do this but this may not always be possible; and
  - 7.5.2 you can refuse to accept such substitutes, in which case we will offer you a refund or a replacement and let you know how long such an offer remains open for.

## **8 End of the contract**

If this contract is ended it will not affect our right to receive any money which you owe to us under this contract.

## **9 Limit on our responsibility to you**

9.1 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for any:

9.1.1 losses that:

- (a) were not foreseeable to you and us when the contract was formed;
- (b) that were not caused by any breach on our part;

9.1.2 business losses; and

9.1.3 losses to non-consumers.

## **10 Disputes**

10.1 In the event of a dispute, we will try to resolve any disputes with you quickly and efficiently.

10.2 If you are unhappy with:

10.2.1 the goods;

10.2.2 our service to you; or

10.2.3 any other matter,

please contact us as soon as possible.

10.3 If you and we cannot resolve a dispute using our internal complaint handling procedure, we will let you know we cannot settle the dispute and we will seek to resolve the dispute by alternative dispute resolution.

10.4 If you want to take court proceedings, the courts of the part of the United Kingdom in which you live will have non-exclusive jurisdiction in relation to this contract.

10.5 The laws of England and Wales will apply to this contract.

## **11 Third party rights**

No one other than a party to this contract has any right to enforce any term of this contract.