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Our terms

1. These terms

1.1 What these terms cover. These are the terms and conditions on which we supply products to you.

1.2 Why you should read them. Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

1.3 Are you a business customer or a consumer? In some areas you will have different rights under these terms depending on whether you are a business or consumer. You are a consumer if:

- You are an individual.
- You are buying products from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).

1.4 If you are a business customer this is our entire agreement with you. If you are a business customer these terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

2. Information about us and how to contact us

2.1 Who we are. We are The Wee Dram Limited a company registered in England and Wales. Our company registration number is 05204752 and our registered office and trading address is at 5 Portland Square, Bakewell DE45 1HA. Our registered VAT number is 695 1307 22.

2.2 How to contact us. You can contact us by telephoning us at 01629 812235 or by writing to us at info@weedram.co.uk or 5 Portland Square, Bakewell DE45 1HA.

2.3 How we may contact you. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

2.4 "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

2.5 Age restrictions. In the UK it is illegal for:

- (a) any person under the age of 18 to buy (or to attempt to buy) alcohol for themselves or for any other person under the age of 18; and
- (b) an adult to buy (or to attempt to buy) alcohol for any person under the age of 18.

You may only purchase an alcoholic product from us if you are:

- (a) at least 18 years old;
- (b) not buying that product for any person or persons under the age of 18; and
- (c) of legal age to purchase alcohol both in the country where you place the order and the destination country.

If you are purchasing an alcoholic product from outside the United Kingdom you must check with the local authorities in the country where you place the order and the destination country to ensure that you will not be breaking any law or regulation by ordering alcohol from us. By placing an order to purchase a product, you warrant and represent to us that it is lawful for you to order the relevant product in the country where you place the order and for the recipient to receive the relevant product in the destination country. If you breach this warranty, we may end our contract with you and charge you reasonable compensation for the net costs which we incur. We may deduct the compensation payment from the bank account which you used to pay for the product. We may make that deduction from that bank account in more than one payment.

3. Our contract with you

3.1 How we will accept your order. Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us.

3.2 If we cannot accept your order. If we are unable to accept your order, we will inform you of this in writing and will not charge you for the product. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because a credit reference we have obtained for you does not meet our minimum requirements, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.

3.3 Your order number. We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

3.4 We only sell to the UK. Our website is solely for the promotion of our products in the UK. Unfortunately, we do not accept orders from addresses outside the UK.

4. Our products

4.1 Products may vary slightly from their pictures. The images of the products on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images. The dates which are provided on the bottles in the pictures may also vary.

4.2 Product packaging may vary. The packaging of the product may vary from that shown in images on our website.

4.3 Tasting notes. The tasting notes on our website are written by members of our own tasting team. The tasting notes do not form part of the description of any product because tasting is subjective and the same product may taste different to different people.

4.4 Measurements. All sizes, weights, capacities, dimensions and measurements indicated on our website have a small tolerance. The size of this tolerance is set by reference to applicable legislation (including Regulation (EU) No. 1169/2011, Directive 76/211/EEC and The Weights and Measures (Packaged Goods) Regulations 2006) and varies from product to product and from one size, weight, capacity, dimension or measurement to the next.

4.5 Changes to products. We may change a product from time to time to reflect changes in applicable laws and regulatory requirements or in order to implement minor technical adjustments and improvements. We do not anticipate that these changes will materially affect your use or enjoyment of the product.

4.6 Product prices. Prices indicated for our products can and will change from time to time. Also, prices online may not match pricing in our stores for various reasons. For example, items may be promoted exclusively online, or our store may place individual items on promotion to clear stock. See section 14 below for further conditions on price and payment.

5. Your rights to make changes

If you wish to make a change to the product you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

6. Our rights to make changes

6.1 Minor changes to the products. We may change the product:

- (a) to reflect changes in relevant laws and regulatory requirements; and
- (b) to implement minor adjustments and improvements. These changes will not materially affect your use or enjoyment of the product.

7. Providing the products

7.1 Delivery costs. The costs of delivery will be as displayed to you on our website.

7.2 When we will provide the products. We will deliver the products to you as soon as reasonably possible and in any event within 30 days after the day on which we accept your order.

7.3 We are not responsible for delays outside our control. If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.

7.4 Collection by you. If you have asked to collect the products from our premises, you can collect them from us at any time during our working hours of 10am-5pm on Mondays-Saturdays (excluding public holidays) and 10am-4pm on Sundays.

7.5 If you are not at home when the product is delivered. If no one is available at your address to take delivery and the products cannot be posted through your letterbox, we will either leave your product in a safe place (if reasonably possible) or leave your product with a neighbour (if reasonably possible) or will leave you a note informing you of how to rearrange delivery or collect the products from our carrier or our store in Bakewell.

If you do not re-arrange delivery. If you do not collect the products from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from our store in Bakewell we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and clause 10.2 will apply.

7.6 International Deliveries

- (a) We deliver to the countries listed on this page of our website (**International Delivery Destinations**). However, please note for some products there are restrictions for certain International Delivery Destinations, so please check the information on that page carefully before ordering any product.
- (b) If you order a product for delivery to one of the International Delivery Destinations, your order may be subject to import duties and taxes which are applied when the delivery reaches that destination and administration charges imposed by foreign customs authorities or by our delivery agents. We have no control over these charges and we cannot predict their amount.
- (c) You are responsible for payment of the import duties, taxes and charges referred to in paragraph (b) above. You must contact the customs office in the destination country for further information before placing your order.
- (d) You must comply with all applicable laws and regulations of the United Kingdom, or the country from which the order is placed and of the country for which the Product is destined. We will not be liable or responsible for your failure to comply with any such law.
- (e) If you elect to have the goods sent to you by general mail delivery or by any other courier or delivery provider, the goods will be your responsibility from the time we place them into the hands of the international delivery agent and in such an event the goods are dispatched and delivered to you entirely at your risk.

7.7 When you become responsible for the goods. A product which is goods will be your responsibility from the time we deliver the product to the address you gave us or you collect it from us.

7.8 When you own goods. You will only own a product once we have received payment in full including all applicable delivery charges, value added taxes, import duties, administration charges and taxes which are payable by us.

7.9 Reasons we may suspend the supply of products to you. We may have to suspend the supply of a product to:

- (a) deal with technical problems or make minor technical changes;
- (b) update the product to reflect changes in relevant laws and regulatory requirements;
- (c) make changes to the product as requested by you or notified by us to you (see clause 6).

7.10 Your rights if we suspend the supply of products. We will contact you in advance to tell you we will be suspending supply of the product, unless the problem is urgent or an emergency. You may contact us to end the contract for a product if we suspend it, or tell you we are going to suspend it, in each case for a period of more than two months and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.

8. Your rights to end the contract

8.1 You can always end your contract with us. Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing, when you decide to end the contract and whether you are a consumer or business customer:

- (a) **If what you have bought is faulty or misdescribed you may have a legal right to end the contract** (or to get some or all of your money back), see clause 12 if you are a consumer and clause 13 if you are a business;
- (b) **If you want to end the contract because of something we have done or have told you we are going to do, see clause 8.2;**
- (c) **If you are a consumer and have just changed your mind about the product, see clause 8.3.** You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any goods;
- (d) **In all other cases (if we are not at fault and you are not a consumer exercising your right to change your mind), see clause 8.6.**

8.2 Ending the contract because of something we have done or are going to do. If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:

- (a) we have told you about an upcoming change to the product or these terms which you do not agree to;
- (b) we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
- (c) there is a risk that supply of the products may be significantly delayed because of events outside our control;
- (d) we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than two months; or

- (e) you have a legal right to end the contract because of something we have done wrong.

8.3 Exercising your right to change your mind if you are a consumer (Consumer Contracts Regulations 2013). If you are a consumer then for most products bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

8.4 When consumers do not have a right to change their minds. Your right as a consumer to change your mind does not apply in respect of:

- (a) products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them;
- (b) any products which become mixed inseparably with other items after their delivery;
- (c) products which you have consumed.

8.5 How long do consumers have to change their minds? If you are a consumer how long you have to change your mind depends on how it is delivered.

- (a) You have 14 days after the day you (or someone you nominate) receives the goods, **unless**:
 - (i) **Your goods are split into several deliveries over different days.** In this case you have until 14 days after the day you (or someone you nominate) receives the last delivery.
 - (ii) **Your goods are for regular delivery over a set period (for example every month).** In this case you have until 14 days after the day you (or someone you nominate) receives the first delivery of the goods.

8.6 Ending the contract where we are not at fault and there is no right to change your mind. Even if we are not at fault and you are not a consumer who has a right to change their mind (see clause 8.1), you can still end the contract before it is completed, but you may have to pay us compensation. A contract for our products is completed when the product is delivered and paid for. If you want to end a contract before it is completed where we are not at fault and you are not a consumer who has changed their mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for products not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract.

9. How to end the contract with us (including if you are a consumer who has changed their mind)

9.1 Tell us you want to end the contract. To end the contract with us, please let us know by doing one of the following:

- (a) **Phone or email.** Call us on 01629 812235 or email us at info@weedram.co.uk. Please provide your name, home address, details of the order and, where available, your phone number and email address.
- (b) **By post.** Write to us at 5 Portland Square, Bakewell, Derbyshire, DE45 1HA, including details of what you bought, when you ordered or received it and your name and address.

9.2 Returning products after ending the contract. If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us in the same state they were in when they were received by you. You must either return the goods in person to where you bought them, post them back to us at 5 Portland Square, Bakewell DE45 1HA or (if they are not suitable for posting) allow us to collect them from you. Please call us on 01629 812235 or email us at info@weedram.co.uk for a return label or to arrange collection. If you are a consumer exercising your right to change your mind you must send off the goods within 14 days of telling us you wish to end the contract.

9.3 When we will pay the costs of return. We will pay the costs of return:

- (a) if the products are faulty or misdescribed; or
- (b) if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong.

In all other circumstances (including where you are a consumer exercising your right to change your mind) you must pay the costs of return.

9.4 What we charge for collection. If you are responsible for the costs of return and we are collecting the product from you, we will charge you the direct cost to us of collection. The costs of collection will be our standard delivery charge.

9.5 How we will refund you. If you are entitled to a refund under these terms we will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.

9.6 When we may make deduction from refunds if you are a consumer exercising your right to change your mind. If you are exercising your right to change your mind:

- (a) We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.
- (b) The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within 3-5 days at one cost but you choose to have the product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.

9.7 When your refund will be made. We will make any refunds due to you as soon as possible. If you are a consumer exercising your right to change your mind then:

- (a) If the products are goods and we have not offered to collect them, your refund will be made within 14 days from the day on which we receive the product back from you or, if earlier, the day on which you provide us with evidence that you have sent the product back to us. For information about how to return a product to us, see clause 9.2.
- (b) In all other cases, your refund will be made within 14 days of your telling us you have changed your mind

10. Our rights to end the contract

10.1 We may end the contract if you break it. We may end the contract for a product at any time by writing to you if:

- (a) you do not make any payment to us when it is due;
- (b) you do not, within a reasonable time, allow us to deliver the products to you or collect them from us.

10.2 You must compensate us if you break the contract. If we end the contract in the situations set out in clause 10.1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

10.3 We may withdraw the product. We may write to you to let you know that we are going to stop providing the product. We will let you know at least 7 days in advance of our stopping the supply of the product and will refund any sums you have paid in advance for products which will not be provided.

11. If there is a problem with the product

How to tell us about problems. If you have any questions or complaints about the product, please contact us. You can telephone us at 01629 812235 or write to us at info@weedram.co.uk or 5 Portland Square, Bakewell DE45 1HA. Alternatively, please speak to one of our staff in-store.

12. Your rights in respect of defective products if you are a consumer

- 12.1** If you are a consumer we are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the products. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

The Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality.

- 12.2 Your obligation to return rejected products.** If you wish to exercise your legal rights to reject products you must either return them in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection. Please call us on 01629 812235 or email us at info@weedram.co.uk for a return label or to arrange collection.

13. Your rights in respect of defective products if you are a business

- 13.1** If you are a business customer we warrant that on delivery any products which are goods shall:

- (a) conform in all material respects with their description and any relevant specification;
- (b) be free from material defects in design, material and workmanship.

- 13.2** Subject to clause 13.3, if:

- (a) you give us notice in writing within a reasonable time of discovery that a product does not comply with the warranty set out in clause 13.1;
- (b) we are given a reasonable opportunity of examining such product; and
- (c) you return such product to us at our cost,

we shall, at our option, replace the defective product, or refund the price of the defective product in full.

- 13.3** We will not be liable for a product's failure to comply with the warranty in clause 13.1 if:
- (a) you make any further use of such product after giving a notice in accordance with clause 13.2(a);
 - (b) the defect arises because you failed to follow our oral or written instructions as to the storage or use of the product or (if there are none) good trade practice;
 - (c) the defect arises as a result of us following any specification supplied by the Customer;
 - (d) you alter the product without our written consent; or
 - (e) the defect arises as a result of wilful damage or negligence or abnormal storage conditions.
- 13.4** Except as provided in this clause 13, we shall have no liability to you in respect of a product's failure to comply with the warranty set out in clause 13.1.
- 13.5** These terms shall apply to any replacement products supplied by us under clause 13.2.

14. Price and payment

- 14.1 Where to find the price for the product.** The price of the product (which includes VAT) will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of the product advised to you is correct. However please see clause 14.3 for what happens if we discover an error in the price of the product you order.
- 14.2 We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.
- 14.3 What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. [If we accept and process your order where a pricing error is obvious and unmistakeable and could reasonably have been recognised by you as a mispricing, we may end the contract,

refund you any sums you have paid and require the return of any goods provided to you.]

- 14.4 When you must pay and how you must pay.** We accept payment with credit and debit card, Mastercard, Visa, Maestro, JCB and MasterPass. You must pay for the products before we dispatch them. We will not charge your credit or debit card until we dispatch the products to you. To help to ensure that your credit or debit card is not being used without your consent, we may validate name, address and other personal information supplied by you during the order process against appropriate third party databases. By accepting these Terms you consent to such checks being made. In performing these checks, personal information provided by you may be disclosed to a registered credit reference agency (which may keep a record of that information). This is done only to confirm your identity. A credit check is not performed and your credit rating will be unaffected. All information provided by you will be treated securely and in accordance with the terms of our Privacy Policy.
- 14.5 Our right of set-off if you are a business customer.** If you are a business customer you must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 14.6 We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- 15. Our responsibility for loss or damage suffered by you if you are a consumer**
- 15.1 We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process. The extent of our liability to you is limited to the cost of the products you purchased from us pursuant to this contract.
- 15.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or

fraudulent misrepresentation; for breach of your legal rights in relation to the products as summarised at clause 12.1.

15.3 We are not liable for business losses. If you are a consumer we only supply the products for to you for domestic and private use. If you use the products for any commercial, business or re-sale purpose our liability to you will be limited as set out in clause 16.

16. Our responsibility for loss or damage suffered by you if you are a business

16.1 Nothing in these terms shall limit or exclude our liability for:

- (a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- (d) defective products under the Consumer Protection Act 1987; or
- (e) any matter in respect of which it would be unlawful for us to exclude or restrict liability.

16.2 Except to the extent expressly stated in clause 13.1 all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.

16.3 Subject to clause 16.1:

- (a) we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and
- (b) our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the price of the products purchased pursuant to a contract.

17. How we may use your personal information

17.1 How we will use your personal information. We will only use your personal information as set out in our privacy policy.

18. Other important terms

- 18.1 We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. [We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- 18.2 You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee).** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 18.3 Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 18.4 If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 18.5 Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.
- 18.6 Which laws apply to this contract and where you may bring legal proceedings if you are a consumer.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.
- 18.7 Which laws apply to this contract and where you may bring legal proceedings if you are a business.** If you are a business, any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.