

TERMS AND CONDITIONS OF SALE  
FOR  
CLASSIC WINE DIRECT  
AND  
[WWW.CLASSIC-WINE.CO.UK](http://WWW.CLASSIC-WINE.CO.UK)

This website is operated by Classic Wine Direct. As user of this website you acknowledge that any transactions you make are subject to the Classic Wine Direct terms and conditions as set-out below .

Classic Wine Direct value your custom and strongly advise you to: -

- read through the terms and conditions carefully before purchasing any goods.
- print a copy for future reference.
- also read our Privacy and Security Policy section regarding your personal information.

## **1.0 General**

1.1 Classic Wine Direct reserve the right to change these terms and conditions at any time. Any such changes will take effect when posted on the website and it is your responsibility to read the terms and conditions on each occasion you use this website and your use of the website shall signify your acceptance to be bound by the latest terms and conditions.

1.2 Classic Wine Direct is a UK based company and any subsequent disputes or claims arising from the use of this site must be made and settled under English law and by the English Courts. This clause shall not be deemed to affect the rights of a consumer under any rule of law to bring proceedings in his own country of domicile or for the contract to be governed by his own legal system.

1.3 Classic Wine Direct makes every effort to ensure the information listed on the website relating to our products is accurate and up-to-date but there are times due to circumstances beyond our control when the vintage or price may change. In this event Classic Wine Direct may substitute wines for a later vintage or an alternative of equal or greater value. If you are unhappy with any substitutions you receive, Classic wine Direct will arrange collection at our cost.

1.4 Classic Wine Direct makes every effort to ensure that when accepting an order the goods available are in stock. However, no liability is accepted in the event that any goods are not available.

1.5 Nothing in the website, brochure or other materials issued by Classic Wine Direct constitutes an offer to sell on the part of Classic Wine Direct. Classic Wine Direct reserves the right not to accept any orders.

1.6 In accordance with English law when you place an order on [www.classic-wine.co.uk](http://www.classic-wine.co.uk) you warrant that you are at least 18 years of age and that you are legally capable of entering into binding contracts.

## **2.0 Order processing**

2.1 All orders that you place on this website or by telephone or by email or in any other form will be subject to acceptance in accordance with these terms and conditions.

2.2 You must be aged 18 years old to purchase alcohol. By placing an order you confirm you are at least 18 years old. If you are buying the wine as a gift then the recipient must be 18 years old.

2.3 Classic Wine Direct aims to be amongst the most competitive suppliers of fine wines on the UK internet. It is for this reason that the minimum order accepted, for most wines, is 9 litres of wine, that is 12 normal sizes bottles, or as detailed on the website for other wine related products. Orders can contain mixed wines provided that they are sold in unbroken cases. The minimum quantity per item is indicated with each wine or product.

2.4 After the receipt of your order Classic Wine Direct will automatically send you a 'confirmation email', this is not an acceptance of your order but confirms the final details of your order. Following this, Classic Wine Direct will send you a further email confirming that your payment has been processed. Please note that these emails are not order confirmations or order acceptances from Classic Wine Direct.

2.5 Acceptance of your order and the completion of the contract between you and Classic Wine Direct will take place on dispatch to you of the products ordered unless Classic Wine Direct have notified you that we do not accept your order, or you have cancelled it.

## **3.0 Delivery**

3.1 There is a delivery charge for each order of £8.00 including VAT per order regardless of how many cases of wine or packages of other products you may have ordered.

3.2 Deliveries are made Monday to Friday 9.00am to 5.00pm by a recognised UK courier of our choice.

3.3 Once delivered risk in the Goods will pass to you.

3.4 Every effort will be made to deliver the order to the address specified by yourselves within 10 working days of acknowledgment of receipt of your cleared payment and in any event within 30 days of your order. However, Classic Wine Direct shall not be responsible for any loss or damage suffered through any reasonable or unavoidable delay in delivery.

3.5 Classic Wine Direct do not offer delivery on weekends or UK national holidays.

3.6 Classic Wine Direct accept orders for deliveries to anywhere in mainland UK. Classic Wine Direct do not deliver to Northern Ireland, the Channel Islands or other overseas destinations. Delivery to the Isle of Wight, the Isle of Man, the Scottish Islands, Certain of the Scottish Highlands or UK offshore territories, and the Isle of Man are subject to additional delivery charges. Please contact our customer services department for details.

3.7 The carrier will ask you to sign a 'proof of delivery' sheet or electronic notepad. If there is any obvious damage to the content of the package, it must be noted on the delivery record.

3.8 All goods must be signed for on delivery by an adult aged 18 years or over. If no one of that age is at the address when the delivery is attempted the goods may be retained by the driver, in which case the driver will leave notification of attempted, delivery and a telephone number for you to rearrange delivery.

3.9 If you provide special delivery instructions for Classic Wine Direct to leave the wine outside your house or at a neighbour's house it will be left at your risk.

3.10 Classic Wine Direct must have confirmation of any breakages or shortages within 7 days of delivery, either by telephone, e-mail or fax. If bottles are broken or damaged in transit Classic Wine Direct are fully insured and therefore can give you a refund for the damaged wines as long as you notify Classic wine Direct within the 7 days.

3.11 If there is no-one at home when the carrier attempts to deliver your wine or goods, the carrier will leave a card explaining they have called and they will re-attempt to deliver the wine or goods the following day. If the parcel is not delivered on the second attempt, then another calling card will be left explaining the carrier has attempted a second delivery and the parcel can be collected from the carrier's Depot. If the wine or goods are not collected from the carrier's Depot within the next 2 days the goods will be returned to Classic Wine Direct and you will then be responsible for collecting the parcel from Classic Wine Direct at your own expense.

#### **4.0 Returns, refunds and cancellation.**

4.1 We at Classic Wine Direct want you to be totally satisfied with every purchase you make from us. It is our aim to offer you value and quality at competitive market prices.

4.2 Classic Wine Direct consider your satisfaction with the products and service to be of paramount importance. With this in mind if you are dissatisfied with the purchase you have made or the service you have received, please

contact the Classic wine Direct customer service department on 01746 789476 or e- mail CustomerCare@classic-wine.co.uk

4.3 If you wish to return any products to Classic Wine Direct the order will be treated as a cancellation unless it is for the reasons defined below.

4.4 Wine is an organic product and is by nature a perishable product, it will from time to time be out of condition when you come to drink it. This is normally termed as 'corked' wine and occurs in less than one percent of wines consumed. If you are unfortunate enough to find a 'corked' wine within your case, please contact the customer service department. We will arrange for the wine to be collected within two weeks and your account will be credited immediately.

4.5 If the product is delivered damaged or the wrong product is sent in error, please contact our customer service department and Classic Wine Direct will arrange for a replacement to be dispatched as soon as possible and for the damaged/wrong goods to be collected. If that wine or product is no longer available, Classic wine Direct will offer an alternative product, or give you the opportunity of a refund.

4.6 In all cases of non delivery, shortage or defect our only responsibility and liability is to make good the same or, if we are unable to do so, to refund the price of the Goods in question.

## **5.0 Cancellations**

5.1 You may if you wish for whatever reason cancel your order. The cancellation period is up to 7 days from the day after you have received your the order. Products must be returned in the same condition as they were supplied and in their original packaging. The bottles must be unopened and intact. To exercise your right of cancellation you must give notice of cancellation by post, fax, email or telephone.

5.2 Classic Wine Direct will reimburse all monies within 30 days from the date you notify us of the cancellation.

## **6.0 Payment**

6.1 Classic Wine Direct take payment from your card at the time your order is received, once your card details and stock availability have been checked. Wine and goods are offered subject to availability. In the event that Classic Wine Direct is unable to supply the wine or goods, you will be informed as soon as possible. A full refund will be given where you have already paid for the goods.

6.2 The price you pay is the price displayed on this website at the time Classic Wine Direct receive your order apart from the following two exceptions:

- a) For Corporate gifts, wine associated products or where the product description indicates that the product may only be purchased by direct contact with Classic Wine Direct by phone or email.
- b) While we try and ensure that all prices on our website are accurate, errors may occur. If we discover an error in the price of goods you have ordered we will inform you as soon as possible and give you the option of reconfirming your order at the correct price or cancelling it. If Classic Wine Direct are unable to contact you your order will be treated as cancelled. Upon cancellation you will receive a full refund.

6.3 Title to any products you order on this website shall pass to you on delivery of the products provided that Classic Wine Direct have processed and received payment in full for the products.

6.4 All prices include VAT (where applicable) at the applicable current rates but exclude delivery charges.

## **7.0 Liability**

7.1 To provide increased value to customers, Classic Wine Direct may provide links to other websites or resources for you to access at your sole discretion. You acknowledge and agree that, as you have chosen to enter the linked website we are not responsible for the availability of such external sites or resources, and do not review or endorse and are not responsible or liable, directly or indirectly, for

- (i) the privacy practices of such websites,
- (ii) the content of such websites, including (without limitation) any advertising, content, products, goods or other materials or services on or available from such websites or resources or
- (iii) the use to which others make of these websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such advertising, content, products, goods or other materials or services available on such external websites or resources.

7.2 Classic Wine Direct will not be liable, in contract, tort (including, without limitation, negligence), pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise out of or in connection with the terms and conditions for any:

- (i) economic losses (including without limitation loss of revenues, data, profits, contracts, business or anticipated savings); or
- (ii) loss of goodwill or reputation; or
- (iii) special or indirect losses suffered or incurred by that party arising out of or in connection with the provisions of any matter under these terms and conditions.

7.3 Classic Wine Directs' aggregate liability (whether in contract, tort or otherwise) for loss or damage shall in any event be limited to a sum equal to the amount paid or payable by you for the product(s) in respect of one incident or series of incidents attributable to the same cause.

#### 7.4 Nothing in these terms and conditions

- (i) affects rights of consumers which cannot be contracted out of under applicable law nor
- (ii) shall be deemed to be by any exclusion or limitation of any liability (including but not limited to liability for death or personal injury caused by negligence) which cannot by law be contracted out of.

### **8.0 Intellectual Property**

8.1 You acknowledge and agree that all copyright, trademarks and all other intellectual property rights in all materials and/or content made available as part of your use of this website shall remain at all times vested in Classic Wine Direct or our licensors. You are permitted to use this material only as expressly authorised by us or our licensors.

8.2 By using this website you acknowledge and agree that the material and content contained within this website is made available for your personal non-commercial use only, and that you may only download such material and content for the purpose of using this website. You further acknowledge that any other use of the material and content of this website is strictly prohibited and you agree not to (and agree not to assist or facilitate any third party to) copy, reproduce, transmit, publish, display, distribute, commercially exploit or create derivative works of such material and content.