

SUPPLY TERMS AND CONDITIONS

These supply terms and conditions (together with the documents referred to on it) tells you the terms and conditions on which we supply any of the products ("Products") listed on our website www.sjwines.co.uk ("Our Site") or in any catalogue we provide to you. Please read these terms and conditions carefully before ordering any of the Products from us. You should understand that by ordering any of our Products, you agree to be bound by these terms and conditions. You should print a copy of these terms and conditions for future reference.

1. INFORMATION ABOUT US

1.1 www.sjwines.co.uk is a site operated by SJ Wines Limited ("we" or "us"). We are registered in England and Wales under company number 10255156 and with our registered office at 63 Bartholomew Street, Newbury, Berkshire, RG14 7BE. Our main trading address is Orchard House, Newbury, Berkshire, RG14 6PP. (VAT Reg'd No. 2445138 17) (AWRS: XKAW00000106537)

2. PRODUCT AVAILABILITY

The Products we supply are only intended for use by people resident in the United Kingdom (including the Isle of Man and the Channel Islands) ("United Kingdom"). We do not generally accept orders from individuals outside the United Kingdom but are prepared to consider such orders on an individual basis and at our discretion. Please see our contact details contained in the "Contact" section of Our Site.

3. YOUR STATUS

3.1 By placing an order for Products with us, you warrant and represent that: (a) You are legally capable of entering into binding contracts; (b) You are at least 18 years old; and (c) You are resident in the United Kingdom.

3.2 You acknowledge that in the United Kingdom it is illegal to sell alcohol to anyone under eighteen years of age. We reserve the right to request proof of age and/or residency and to refuse the sale of Products where appropriate proof cannot be produced.

4. THE CONTRACT

4.1 You may place an order with us by telephone or email (please see the "Contact" section of Our Site). Your order constitutes an offer to us to buy a Product. All orders are subject to acceptance by us, and we will confirm such acceptance to you in writing (which may be by the delivery of an invoice that confirms that the Product has been dispatched), by email or verbally. The contract between us which incorporates these supply terms and conditions in full (the "Contract") will only be formed when we accept your order in accordance with one of the means described above.

4.2 The Contract will relate only to those Products whose dispatch we have confirmed to you in writing, by email or verbally. We will not be obliged to supply any other Products which may have been part of your order until the dispatch of such Products has been confirmed separately in writing, by email or verbally.

4.3 All Products are offered subject to availability. Products are not offered on sale or return.

5. CONSUMER RIGHTS

5.1 If you contract as a consumer (other than face to face), you may cancel a Contract at any time within seven working days, beginning on the day after you received the Products. In this case, you will receive a full refund of the price paid for the Products in accordance with our refunds policy (set out in this clause 5).

5.2 To cancel a Contract pursuant to clause 5.1, you must inform us in writing. You must also return the Product(s) to us immediately, in the same condition in which you received it/them, and at your own cost and risk. You have a legal obligation to take reasonable care of the Products while they are in your possession. If you fail to comply with this obligation, we may have a right of action against you for compensation.

5.3 When you return a Product to us in accordance with this clause 5, we will process the refund due to you as soon as possible and, in any case, within 30 days of the day you have given notice of your cancellation. In this case, we will refund the price of the Product(s) in full, including any delivery charges. However, you will be responsible for the cost of returning such Product(s) to us.

5.4 We will usually refund any money received from you using the same method originally used by you to pay for your purchase.

6. DELIVERY

6.1 Subject to the availability of Product(s) and clause 6.3, any orders for Products placed by mid-afternoon Monday to Friday inclusive (excluding public holidays) should be delivered by our couriers on the next business day (usually in the morning but this cannot be guaranteed). Any orders for Products placed on a Saturday or a Sunday should be delivered within the following two business days.

6.2 The price for delivery (within the UK but other than the Scottish Highlands and offshore islands) of up to and including one case (twelve 75cl bottles) is £14.95 (all inclusive). Additional charges may apply to larger orders and will be advised at time of order. We may at our discretion deliver free of charge to customers in the Newbury area but subject to a minimum order of six bottles.

6.3 Any delivery dates are given in good faith but are estimates only and no liability will be accepted for any delay in delivery of the Products howsoever caused.

6.4 We shall be entitled to claim a reasonable storage charge for Products which remain undelivered and/or uncollected after three months from the date availability has been notified to you in writing or by email.

7. TITLE AND RISK

7.1 We shall retain title to all Products (other than Products in your physical possession following delivery or collection and payment in full for those Products) sold by us until all sums due from you in respect of any order have been paid.

7.2 Risk in all Products shall pass to you upon delivery or as soon as we notify you in writing or by email that they are available.

7.3 Ownership of the Products will only pass to you when we receive full payment of all sums due in respect of the Products, including any delivery charges. If Products within our ownership are held by any third party on your behalf, you will upon our request instruct that third party to hold the Products to our order.

7.4 We may at any time revoke the power of sale and recover and/or re-sell the Products in which title shall not have passed. We, our representatives or agents, shall be entitled to access the premises where the Products, or any part thereof, are stored (or thought to be stored) for the purpose of repossession at any time.

8. PRICE AND PAYMENT

8.1 Prices for all Products quoted on Our Site or in our catalogue are provisional and subject to our confirmation.

8.2 Unless indicated otherwise, prices for all Products are in Pounds Sterling and exclude any delivery charges. We reserve the right to alter prices for our Products without notice and Products will be charged at the price ruling at the date of dispatch.

8.3 We are under no obligation to provide any Products to you at an incorrect price if the pricing error is obvious and we reserve the right to correct such obvious errors.

8.4 Payment for all Products must be by cash, debit card or credit card. We accept payment with Visa and MasterCard. We will not charge your credit or debit card until we dispatch your order.

9. ACCEPTANCE AND LIABILITY

9.1 You undertake to inspect all Products when collecting or immediately upon delivery and unless you notify us and the courier (if applicable) forthwith of any shortage or damage or other deficiency you will be deemed to have accepted the Products as satisfying your order three days after collection/delivery.

9.2 Our liability for short delivery is limited to making good the shortage or, at our discretion, crediting part of the purchase price.

9.3 In the event of non-delivery, notice must be given within ten days of the date of the invoice.

9.4 If Products supplied are defective in quality or condition, we shall at our discretion supply replacement goods or refund all (or, where appropriate, part) of the price paid for the relevant Products providing we are given notice of the defect within one month of the date of delivery, and providing the defect does not arise from your negligence or failure to store the Products in accordance with the producer's recommendations or industry practice.

9.5 We will not accept any administration or other charges for dealing with claims under this clause 9.

9.6 In no circumstances whatsoever shall our liability arising out of, or in connection with, this clause 9 exceed the purchase price of the Products which are the subject matter of any claim.

9.7 Subject to clause 9.8, our liability for losses you suffer as a result of us breaking this agreement is strictly limited to the purchase price of the Product(s) you purchased. We exclude all liability for indirect and consequential losses, including but not limited to: (a) loss of income or revenue; (b) loss of business; (c) loss of profits (whether direct or indirect) or contracts; (d) loss of anticipated savings; (e) loss of data, or (f) waste of management or office time, however arising and whether caused by tort (including negligence), breach of contract or otherwise.

We do not limit in any way our liability: (a) for death or personal injury caused by our negligence; (b) for fraud or fraudulent misrepresentation; or (c) for any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

10. IMPORT DUTY

10.1 In the event that we agree in our sole discretion and in accordance with clause 2 to deliver Products from Our Site outside the UK, they may be subject to import duties and taxes which are levied when the delivery reaches the specified destination. You will be responsible for payment of any such import duties and taxes. Please note that we have no control over these charges and cannot predict their amount. Please contact your local customs office for further information before placing your order.

10.2 Please also note that you must comply with all applicable laws and regulations of the country for which the products are destined. We will not be liable for any breach by you of any such laws.

11. WRITTEN COMMUNICATIONS

11.1 Applicable laws require that some of the information or communications we send to you should be in writing. When using Our Site, you accept that communication with us may be electronic and we may contact you by e-mail or provide you with information by posting notices on Our Site. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

12. NOTICES

12.1 All notices given by you to us must be given to SJ Wines Limited at Orchard House, Newbury, Berkshire, RG14 6PP. We may give notice to you at either the e-mail or postal address you provide to us when placing an order. Notice will be deemed received and properly served immediately when posted on Our Site, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

13. TRANSFER OF RIGHTS AND OBLIGATIONS

13.1 The Contract between you and us is binding on you and us and on our respective successors and assigns.

13.2 You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.

13.3 We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

14. EVENTS OUTSIDE OUR CONTROL

14.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control ("Force Majeure Event").

14.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following: (a) strikes, lock-outs or other industrial action; (b) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; (c) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; (d) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; (e) impossibility of the use of public or private telecommunications networks; or (f) the acts, decrees, legislation, regulations or restrictions of any government.

14.3 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event. In the event that the Force Majeure Event continues for a period of more than 30 days then we may terminate the relevant Contract on seven days' notice to you and any amounts due from you under the Contract shall be paid to us immediately.

15. WAIVER

15.1 If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

15.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.

15.3 No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 12 above.

16. SEVERABILITY

16.1 If any of these terms and Conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

17. ENTIRE AGREEMENT

17.1 These terms and conditions and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

17.2 We each acknowledge that, in entering into a Contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such Contract except as expressly stated in these terms and conditions.

17.3 Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions.

18. DATA PROTECTION

18.1 Personal information is information that identifies you, including identity, billing and credit/debit card information together with information provided to us via Our Site, by email, telephone, posting material or requesting further services. If you contact us, we may keep a record of that correspondence as well as details of transactions you carry out via Our Site or by otherwise contacting us and for the fulfilment of your orders of our Products. Your personal information will be collected, processed, stored and used by us, and may be passed to and processed by us and our group companies and other data processors acting under our control, in order to provide Products to you, to provide customer support and for other purposes described in our privacy policy (available at www.milesbetterwines.com). By using Our Site and/or otherwise providing us with your personal information, you consent to such processing and you acknowledge that all data provided by you is accurate.

19. OUR RIGHT TO VARY THESE TERMS AND CONDITIONS

19.1 We have the right to revise and amend these terms and conditions from time to time for any reason, including but not limited to changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.

19.2 You will be subject to the policies and terms and conditions in force at the time that you order Products from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we dispatch your order.

20. LAW AND JURISDICTION

20.1 All Contracts for the purchase of Products through Our Site will be governed by English law. Any dispute arising from, or related to, such Contracts shall be subject to the exclusive jurisdiction of the courts of England and Wales.

21. GENERAL

21.1 Customers should also be aware of the following inherent risks and warnings: (a) alcohol should be consumed in moderation; (b) a case of wine is heavy so extra care should be taken when lifting it. If you are concerned about the weight, we advise that you transfer the bottles 1 or 2 at a time; (c) red wine in particular may cause staining if spilt so extra care should be taken; and (d) sparkling wines and champagnes can be volatile due to the build-up of gasses and extra care should be taken when opening these.