

# Terms & Conditions

## 1. GENERAL TERMS

Welcome to our website. If you use this website you are agreeing to comply with and be bound by the following terms and conditions of use, which govern Ethical Edible's relationship with you in relation to this website. The term 'Ethical Edibles' or 'us' or 'we' or 'Company' refers to the owner of the website whose registered office is: Unit 2, Mews House, Princes Lane, London N10 3LU, United Kingdom.

Ethical Edible's VAT registration number is: 868117206.

The term 'you' refers to the user or viewer of our website.

The use of this website is subject to the following terms of use:

1.1 - The content of the pages of this website is for your general information and use only. It is subject to change without notice.

1.2 - Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

1.3 - Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.

1.4 - This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.

1.5 - All trademarks reproduced in this website, which are not the property of, or licensed to the operator, are acknowledged on the website.

1.6 - Unauthorised use of this website may give rise to a claim for damages and/or be a criminal offence.

1.7 - From time to time this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).

1.8 - You may not create a link to this website from another website or document without Ethical Edible's prior written consent.

1.9 - Your use of this website and any dispute arising out of such use of the website is subject to the laws of England, Scotland and Wales.

## **2. AGE RESTRICTION**

You must be 18 years old or over and must have completed the registration process in order to participate in our service. We will not be selling any alcoholic drink to anyone who is not 18 years old or over. By placing an order you confirm that you are at least 18 years old.

## **3. FORMATION OF THE CONTRACT**

3.1 - These terms of sale apply to all goods supplied by Ethical Edibles.

3.2 - No contract exists between you and Ethical Edibles for the sale of any goods until the Ethical Edibles has received your order together with payment and Ethical Edibles has accepted your order. Once your payment has been received, Ethical Edibles will confirm that your order has been accepted by sending an email to you at the email address you provide in your order form. Ethical Edibles acceptance of your order brings into existence a legally binding contract between you and the Company.

3.3 - The contract is subject to your right of cancellation (see below).

3.4 - The Company may change these terms of sale without notice to you in relation to future sales.

#### **4. PRICES**

4.1 - Where appropriate, you may be required to select the required information such as quantity of the Goods that you are purchasing. However there is a minimum of 6 bottles purchase.

4.2 - All pricing information on the Web Site is correct at the time of going online. Ethical Edibles reserves the right to change prices and alter or remove any special offers from time to time and as necessary. All pricing information is reviewed and updated every six months.

4.3 - In the event that prices are changed during the period between an order being placed for Goods and Ethical Edibles processing that order and taking payment, you will be contacted prior to your order being processed with details of the new price.

4.4 - All prices quoted are exclusive of VAT. The price of the goods does not include a charge for delivery. Ethical Edibles' VAT number is 868117206.

## 5. METHODS OF PAYMENT

5.1 - Payment may be made by debit, credit card or cheque. The debit, credit and charge cards accepted by us are those listed on the web site on the date on which your order is placed (we do not accept American Express).

5.2 - The payment gateway used is : RBS WorldPay ( [www.rbsworldpay.com](http://www.rbsworldpay.com) )

5.3 - Once submitted your credit/debit card details will be encrypted by RBS WorldPay to minimise the possibility of unauthorised access or disclosure.

5.4 - If the card issuer refuses to authorise payment, the Company not be liable for any delay or non-delivery. In addition, in the interests of preventing fraudulent use of credit and charge cards, the Company may validate the names and addresses supplied during the order process against commercially available records (e.g. Electoral Roll data). We may need to contact you by telephone or email to verify details before we are able to dispatch your order.

5.5 - If your payment fails the validation checks you will be contacted by the Company and you will be required to submit alternative payment before your order is dispatched.

## 6. DELIVERY

6.1 - The goods you order will be delivered to the address given when you place your order.

6.2 - If you have provided a delivery address that is not a mainland United Kingdom address; such as the Scottish Isles, Isle of Wight, Northern Ireland, Scottish Highlands, Channel Islands, an additional delivery charge will apply. The Company does not offer international delivery.

6.3 - We charge £8 (VAT included) for delivery in London within the M25 and £10 (VAT included) in the rest of the UK from Monday to Friday. Free delivery for order from £200 value.

6.4 - Ethical Edibles will notify you by way of email when your goods are to be dispatched to you. The message will contain details of estimated delivery times in addition to any reasons for a delay in the delivery of the Goods purchased by you.

6.5 - If there is no one at the address, you will be notified by our transport company and you will be required to arrange an alternative delivery date. When placing your order you may provide instructions for delivery alternatives in case you are not in.

6.6 - It is your responsibility to check the order and note any missing or damaged goods on the delivery note provided by the driver. Alternatively you may give the Company instructions to leave the goods unsigned for in which case the Company will not accept responsibility for lost, stolen or damaged goods.

6.7 - You will become the owner of the goods you ordered and responsible for risk of loss of or damage to them once they have been delivered to you.

## **7. GOODS AVAILABILITY**

Whilst every effort has been made to ensure that all graphical representations and descriptions of Goods available from DrinkItaly correspond to the actual Goods, Ethical Edibles is not responsible for any variations from these descriptions. This does not exclude our liability for mistakes due to negligence on our part and refers only to variations of the correct Goods, not different Goods altogether.

## **8. RETURN POLICY AND YOUR RIGHT OF CANCELLATION**

8.1 - You have a statutory right to a “cooling off” period. The cooling off period runs for 7 working days from the day after the goods are received by the consumer.

If you change your mind about the goods within this period, please return them to Ethical Edibles within 7 days of receipt. Goods can only be returned for this reason if their packaging remains unopened and the Goods can be re-sold, as new, without any additional work on the part of Ethical Edibles. You are responsible for paying shipment costs if Goods are returned for this reason.

8.2 - To exercise your right of cancellation, you must give written notice to us by email, to [info@drinkitaly.co.uk](mailto:info@drinkitaly.co.uk), +44 020 8444 4628 and include details of the goods ordered.

8.3 - If you exercise your right of cancellation after the goods have been delivered to you, unless the item is defective or we have delivered the item to you in error, you must contact Ethical Edibles at [info@drinkitaly.co.uk](mailto:info@drinkitaly.co.uk), +44 020 8444 4628, to arrange collection by our authorised distributor at your expense. You must take reasonable care to ensure the goods are not damaged in the meantime or in transit.

8.4 - Once you have notified us that you are cancelling the contract, Ethical Edibles will refund or credit you within 30 days for any sum that has been paid by you or debited from your credit card for the goods from either the cancellation date, or the receipt of the returned good if applicable.

## 9. DISCLAIMERS

9.1 - Ethical Edibles makes no warranty or representation that the Web Site will meet your requirements, that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all systems, that it will be secure and that all information provided will be accurate. We make no guarantee of any specific results from the use of our Services.

9.2 - No part of this Web Site is intended to constitute advice and the Content of this Web Site should not be relied upon when making any decisions or taking any action of any kind.

9.3 - No part of this Web Site is intended to constitute a contractual offer capable of acceptance.

## **10. CHANGES TO THE SERVICES AND THESE TERMS AND CONDITIONS**

10.1 - Ethical Edibles reserves the right to change the Web Site, its Content or these Terms and Conditions at any time. You will be bound by any changes to the Terms and Conditions from the first time you use the Web Site following the changes. If Ethical Edibles is required to make any changes to Terms and Conditions relating to sale of Goods by law, these changes will apply automatically to any orders currently pending in addition to any orders placed by you in the future.

## **11. LIMITATION OF LIABILITY**

11.1 - To the maximum extent permitted by law, Ethical Edibles accepts no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of the Web Site or any information contained therein. Users should be aware that they use the Web Site and its Content at their own risk.

11.2 - Nothing in these Terms and Conditions excludes or restricts Ethical Edibles's liability for death or personal injury resulting from any negligence or fraud on the part of Ethical Edibles.

11.3 - Nothing in these Terms and Conditions excludes or restricts Ethical Edibles's liability for any direct or indirect loss or damage arising out of the incorrect delivery of Goods or out of reliance on incorrect information included on the Web Site.

11.4 - Whilst every effort has been made to ensure that these terms and conditions adhere strictly with the relevant provisions of the Unfair Contract Terms Act 1977, in the event that any of these terms are found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed severed from these terms and conditions and shall not affect the validity and

enforceability of the remaining terms and conditions. This term shall apply only within jurisdictions where a particular term is illegal.

## **12. NO WAIVER**

In the event that any party to these Terms and Conditions fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.

## **13. PREVIOUS TERMS AND CONDITIONS**

In the event of any conflict between these Terms and Conditions and any prior versions thereof, the provisions of these Terms and Conditions shall prevail unless it is expressly stated otherwise.

## **14. NOTICES**

All notices / communications shall be given to us either by post to our Premises (see address above) or by email to [info@drinkitaly.co.uk](mailto:info@drinkitaly.co.uk) . Such notice will be deemed received 3 days after posting if sent by first class post, the day of sending if the email is received in full on a business day and on the next business day if the email is sent on a weekend or public holiday.

## **15. PRIVACY**

15.1 - The Company will take all reasonable precautions to keep the details of your order and payment secure, but unless DrinkItaly is negligent, the Company will not be liable for unauthorised access to information supplied by you.

15.2 - DrinkItaly will only use the information you provide about yourself for the purpose of

fulfilling your order, unless you agree otherwise. DrinkItaly would like to notify you of products and offers that may be of interest to you from time to time, and if you would like to be notified of these, please tick the checkbox "Newsletters" provided during registration and/or in your account maintenance. You can correct any information about you, or ask for information about you to be deleted, by giving written notice to the Company at [info@drinkitaly.co.uk](mailto:info@drinkitaly.co.uk)

15.3 - We respect your privacy. The personal information that you give us is held with care and security. We do not sell, rent or transfer this information to third parties for their marketing purposes unless you agree otherwise.

15.4 - At the time of your registration you will receive a password. Please keep this secret, as you are entirely responsible if you do not maintain the confidentiality of your password. You are entirely responsible for all orders placed with us or information given to us under your email address in combination with your password. You must immediately notify us of any unauthorised use of your email address and/or password or any breach of security known to you.

## **16. CUSTOMER COMPLAINTS**

Any Customer complaints should be addressed to Ethical Edibles, to the e-mail address and telephone numbers listed on our website in "Contact Us".

## **17. SPECIAL OFFERS PROMOTIONS AND COMPETITIONS**

17.1 - From time to time, and in our complete discretion, purchases of goods may be subject to special offers. In the event that such a special offer applies to your purchase, the terms of such special offer shall be subject to these Terms and Conditions. If there is any conflict between the terms of a special offer and these Terms and Conditions, these Terms and Conditions shall prevail unless specifically excluded.

17.2 - We may change the terms of special offers, or withdraw them altogether, at any time and without prior notice.

17.3 - We reserve the right to offer in our complete discretion different customers different special offers, promotions and the ability to enter different competitions.

17.4 - All coupons have validity of 1 year since they have been issued. Coupons cannot be used in conjunction with any other money offer; coupons are non-transferable and/or cannot be sold to any third party.

17.5 - Coupons can only be used if applied to a minimum order value of 6 bottles. Coupons cannot be applied to past orders made with drinkitaly.co.uk and cannot be backdated or redeemed for cash and only apply to goods purchased on the drinkitaly.co.uk website. This does not affect your statutory rights.

## **18. LAW AND JURISDICTION**

These terms and conditions and the relationship between you and Ethical Edibles shall be governed by and construed in accordance with the Law of England and Wales and Ethical Edibles and you agree to submit to the exclusive jurisdiction of the Courts of England and Wales.