

# Use of Website - Terms and Conditions

## Conditions relating to your use of the Wine Corner Ltd website

Our terms and conditions apply to all online conditions of sale from our web site. The terms are set out below. Read them before ordering. You may wish to print a copy for future reference. Other terms and conditions on our site such as our Privacy and Cookie policy and our Terms and Conditions should also be read as part of this agreement. We may change these terms from time to time without notice to you. Changes will apply to any subsequent orders received.

Wine Corner will not accept any responsibility for a company director or company who do not comply with Health and Safety issues which is their legal obligation.

Whilst this Software and documents are comprehensive, users should in all cases satisfy themselves that the arrangements and procedures detailed within this Software are suitable and sufficient for their intended application and meet current regulations. Users are to seek specialist advice where special conditions and risk exist.

Errors or omissions are to be notified to Wine Corner. In no event are Wine Corner, its servants, suppliers and distributors liable for any claim for consequential liability damage or loss howsoever caused arising out of using this Software and accompanying written material, and shall not include or extend to any claim for or right to recover any damages, including but not limited to the loss of profit, data, or use of the Software, or other similar claims, even if Wine Corner are specifically advised of the possibility of such damages.

In no event will Wine Corner's liability for any damages to you or any other person ever exceed the money paid for the Software.

The Wine Corner Ltd is registered in England under number 05319892.

### **1. Your Account**

If you use this web site, you are responsible for maintaining the confidentiality of your password and for restricting access to your computer to prevent unauthorised access to your account. You agree to accept responsibility for all activities that occur under your account or password. You should take all necessary steps to ensure that the password is kept confidential and secure and should inform us immediately if you have any reason to believe that your password has become known to anyone else, or if the password is being, or is likely to be, used in an unauthorised manner.

Please ensure that the details you provide us with are correct and complete and inform us immediately of any changes to the information that you provided when registering. You can access and update much of the information you provided us with in the '\My Account\' area of the web site.

Wine Corner reserve the right to refuse access to the web site, terminate accounts, remove or edit content, or cancel orders at our discretion. If we cancel an order, it will be without charge to you.

### **2. Privacy**

Please review our Privacy and Cookie Policy and Terms and Conditions for more information.

### **3. Access to the Wine Corner website**

We will make all reasonable endeavours to ensure that availability of the web site will be uninterrupted and that transmissions will be error-free. However, due to the nature of the Internet and the World Wide Web, this cannot be guaranteed. Also, your access to the web site may also be occasionally suspended or restricted to allow for repairs, maintenance, or the introduction of new facilities or services. We will attempt to limit the frequency and duration of any such suspension or restriction.

### **4. Licence for Web site access**

Wine Corner grant you a limited licence to access and make personal use of this web site, but not to download (other than page caching) or modify it, or any portion of it, except with the express written consent of Wine Corner. This licence does not include any resale or commercial use of this web site or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of this web site or its contents; any downloading or copying of account information for the benefit of another merchant; or any use of data mining, robots, or similar data gathering and extraction tools.

This web site or any portion of this Web site may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without our express written consent.

### **5. Our contract (Sales)**

When you place an order to purchase a product from Wine Corner, we will send you an e-mail confirming receipt of your order and containing the details of your order. Your order represents an offer to us to purchase a product which is accepted by us when we send e-mail confirmation to you that we've dispatched that product to you. That acceptance will be complete at the time we send the confirmation of shipment to you. Any products on the same order which we have not confirmed as being shipped do not form part of that contract.

Please refer to our full Terms and Conditions for detailed information.

### **6. Pricing**

All prices quoted include VAT at the current rate, where applicable.

### **7. Stock**

If for any reason, we are unable to deliver your order within 5 days, we will contact you immediately.

Please refer to our full Terms and Conditions for detailed information.

### **8. Electronic communications**

When you visit the Wine Corner website or send e-mails to us, you are communicating with us electronically. We often communicate with you by e-mail or by posting notices on the web site. For contractual purposes, you consent to receive communications from us electronically and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

### **9. Alteration of Service or Amendments to the Conditions**

We reserve the right to make changes to our web site, policies, and these conditions of use at any time. You will be subject to the policies and conditions of use in force at the time that you use the web site or that you order goods from us, unless any change to those policies or these conditions is

required to be made by law or government authority (in which case it will apply to orders previously placed by you). If any of these conditions is deemed invalid, void, or for any reason unenforceable, that condition will be deemed severable and will not affect the validity and enforceability of any remaining condition.

#### **10. Events beyond our reasonable control**

We will not be held responsible for any delay or failure to comply with our obligations under these conditions if the delay or failure arises from any cause which is beyond our reasonable control. This condition does not affect your statutory rights.

#### **11. Waiver**

If you breach these conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these conditions.

#### **12. Governing law and jurisdiction**

These conditions are governed by and construed in accordance with the laws of England and Wales. You agree, as we do, to submit to the non-exclusive jurisdiction of the English courts.

#### **13. Complaints**

In the event of a complaint, please e-mail or write to us at our postal address.

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