# Terms

Last Review Date: January 2020 Next Review Date: January 2021

# **Contract creation**

The placing of an order does not constitute a contract. Order acceptance and the contract between you and us will only be formed on the collection by you of the product(s) ordered unless we have notified you that we do not accept your order, or you have cancelled it in accordance with the instructions set out in the "Cancellations, Replacements and Refunds" section below. For the avoidance of doubt, a contract is not formed at the point in time that payment has been taken from you by Young's nor at the point when you receive an email from Young's acknowledging receipt of your order.

Non-acceptance of an order may be a result of one of the following:

- The product(s) you ordered being unavailable from stock
- Our inability to obtain authorisation for your payment
- Our inability to verify that you are aged over 18
- The identification of a pricing or product description error
- The repeated or fraudulent use of vouchers.

#### **Prices**

All prices are quoted in pounds sterling, and may be per bottle or per case, as marked. The prices include UK duty and VAT, unless otherwise specified. Any delivery charges would be additional and agreed in advance, unless otherwise specified.

Although we endeavour to ensure that all pricing information on our Site is accurate occasionally an error may occur and products may be incorrectly priced. In the event that a product you have ordered is listed at an incorrect price we will contact you by telephone or email before sourcing your products asking you to confirm if you still wish to proceed with your order at the correct price or cancel your order. If you do not confirm that you wish to proceed with the order within seven days of the date of our call or email, we will consider this is a withdrawal of your order.

Where a particular wine is part of a pre-mix case with a general discount applied, the discounted price for the case is relative to the non-discounted prices for the constituent wines.

We reserve the right to alter prices without notice in the event of major currency fluctuations, changes in the rate of duty, VAT or other taxes or import tariffs (including but not limited to the imposition of any new or replacement duty or tariff by the WTO or any other competent authority domestic or international) or other market conditions. We also reserve the right to terminate any special offer at any time, without notice.

# Availability

All products and services are subject to availability. Wine is an agricultural product and runs out from time to time. Occasionally we have to substitute wines for another vintage or an alternative wine of equal or greater value. If you are unhappy with any substitutions you receive we will arrange collection at our cost.

## Cancellations, Replacements and Refunds

If you buy any of our wines and it is faulty or you don't like a bottle, please see our Quality Guarantee section below.

If you change your mind about some or all of your order, you may also cancel your order. However, if you handle the goods whilst they are in your possession in a way which would not be permitted in a shop (for example, by opening a bottle of wine or removing a seal), we will reduce your refund to reflect the reduction in the value of the goods.

Please let us know if you wish to cancel an order by contacting our team using one of the methods in the "Contact Us" section on our site. If you are e-mailing us or writing to us please include details of your order to help us identify it.

All refunds given will be made by the same payment method you originally used to make payment.

## **Quality Guarantee**

As we're so confident about all of our products we are happy to replace or refund any which are faulty or that you don't enjoy, subject to the following conditions:

#### If a bottle of wine is faulty

If a bottle of wine is corked, oxidised or appears otherwise out of condition, provided it is still within the recommended drink date and has been stored in suitable conditions, we will arrange to replace the faulty bottle with a bottle of the same type of wine (or if not available, a bottle of another type of wine which is of equivalent value). Alternatively if you prefer we will refund you an amount equal to the value of the bottle. We reserve the right to ask you to provide evidence of the fault and/or to collect the faulty bottle for inspection (at our cost).