

Ridgeview Wine Estate is the trading name for Ridgeview Estate Winery Limited, A company registered in England no: 3085621. VAT registration (GB) 931 8054 32

TERMS AND CONDITIONS OF SUPPLY

If you want to buy products from us using our website www.ridgeview.co.uk ("our site") you can only do so by accepting these terms and conditions. By registering on our site, and placing an order, you are agreeing to be bound by these terms and conditions. We may change these terms and conditions from time to time by updating this posting.

1. Acceptance

There will be no contract of any kind between you and Ridgeview Estate Winery Limited ("us/we") unless and until we actually dispatch the products to you. Your order is an offer to buy from us. Nothing that we do or say will amount to any acceptance of that offer until we actually dispatch the products to you. At any point up until then, we may decline to supply the goods to you without giving any reason. At the moment that the products are dispatched (and not before), a contract will be made between you and us, and you will be charged for the products.

2. Customer Satisfaction Promise

a. **Quality** - If you buy any of our wines and you don't like a bottle, we will credit your account for the full amount for that bottle. If you have bought a whole case of one particular wine, then we will refund the whole case, including delivery, as soon as we have collected the rest of the wine from you, provided that you have only drunk one bottle from the case and that the remainder of the bottles are in the same condition as they were delivered to you in.

b. **Delivery** – The price of delivery shall be quoted on your order and shall be part of the total price quoted to you. We will deliver your wine to anywhere in the United Kingdom (including Northern Ireland, the Highlands, Scottish islands, the Isle of Man and the Scilly Isles.). Delivery will be made to the address specified by you on the completed order form.

We reserve the right to make delivery in instalments to you. If we choose to do this, then you will only pay a single delivery charge.

c. **Delivery Times** – Delivery will normally take place within 3 working days of the date of your order. If we are unable to deliver to you within 3 working days, we will contact you and keep you updated. A working day is Monday to Friday, 8.00am to 5.00pm. If you are not in at the time of delivery our delivery agents will leave the wine in a safe place provided you have instructed us to do this at the time of order. Otherwise our delivery agent will leave a card for you to arrange a more convenient delivery time.

All goods must be signed for on delivery by an adult aged 18 years or over (please see clause 3 for further information). If no one of that age is at the address when the delivery is attempted the goods may be retained by the delivery agent, in which case the delivery agent will leave notification of attempted delivery and will telephone to rearrange or will return later that day. In these circumstances, if we have to re- deliver the goods, a further delivery charge may become due and payable by you.

Once the wine has been delivered in accordance with your original delivery instructions, it becomes your, or your designated recipient's, responsibility from the point of delivery.

If you have any queries regarding delivery please contact us at info@ridgeview.co.uk.

- d. **Breakages** - In the event that any of the bottles in your case are damaged, please see clause 7 for further information.
- e. **Availability** - Wine is an agricultural product and runs out from time to time. We will endeavour to keep our site as up to date as possible as to the levels of our stocks, however, if you order our wines and they are unavailable we will email you with suggested alternatives. We will not despatch or take any payment until you have confirmed your acceptance of our suggested alternatives via email. These terms and conditions shall apply to any alternatives accepted by you.
- f. **Customer satisfaction** - If you are dissatisfied with our performance in any way, please contact our customer services department immediately on 0845 345 7292 or email us at info@ridgeview.co.uk. We aim to deal with all enquiries fairly, confidentially and quickly. We will acknowledge your contact within 24 hours. We try to resolve most issues immediately, but where this is not possible, we will keep you informed about progress until a satisfactory resolution has been achieved.

3. Age Restrictions

- a. It is illegal to sell wine to anyone who is under 18 years old. For this reason we reserve the right to refuse to accept an order. Also, we will not permit any order to be transferred from the original customer to another person in order to avoid the age restrictions that we must comply with. By placing an order on our site, you are confirming that you are at least 18 years old.
- b. If you are buying a case of wine as a gift, the recipient must also be over 18 years old for us to be able to comply with our legal obligations, and by placing your order you are confirming that the recipient is at least 18 years old.
- c. If our delivery agents are in any doubt about the age of the recipient on delivery, they will request some form of ID. If the person receiving the wine is unable to produce appropriate ID, unfortunately our delivery agents will be unable to leave the wine. Please also see clause 2(c).

4. Prices and Payment

- a. All prices are quoted in pounds sterling, and may be per bottle or per case, as specified on our site. The prices include Value Added Tax, unless otherwise specified. Delivery charges are in addition to the price quoted per bottle or case.
- b. We accept payment by Switch, Visa, MasterCard, Electron, Solo, Maestro and Amex. Your credit/debit card details will be encrypted to minimise the possibility of unauthorised access or disclosure. Authority for payment must be given by you at the time of order.
- c. Payment can only be made by cheque when using our mail order system. Please e-mail info@ridgeview.co.uk to request a mail order form.
- d. The prices payable for the wine that you order are clearly set out on our site. If, by mistake, we have under-priced an item, we will not be liable to supply that item to you at the stated price, provided that we have notified you of the correct price before we dispatch the item concerned.
- e. The contract between you and us is only entered into and becomes binding on all parties when the wine is dispatched from our warehouse. You will not be charged for wine until your order is dispatched. Until that time, no charge will be made to your credit card and we will not be bound to supply the goods at the price.
- f. If your order is dispatched in instalments, payment for each bottle or case of wine will be taken from your credit/debit card at the point that that bottle or case of

wine is dispatched, and our acceptance of each part of your order takes place on dispatch of that particular instalment of your order.

5. Security

- a. Our website payment facility uses secure servers with state-of-the-art encryption and secure sockets layer (SSL) technology for the transfer of credit card information. Please also see our site user policy [[INSERT HYPERLINK TO USER POLICY](#)].

6. Cancellations

- a. You may cancel your order, for any reason whatsoever, at any time up to 24 hours from the time you placed your order on our site, as this will be prior to dispatching the wine for delivery to you.
- b. In order to cancel your order in accordance with clause 6(a) you must call us on 0845 345 7292 or notify us by email on info@ridgeview.co.uk.
- c. Once we have been notified by you in accordance with clauses 6(a) and (b) we shall reimburse the price of the wine to your credit or debit card within 48 hours from the time we receive notification of your cancellation.
- d. If you wish to cancel your order after the expiry of the 24 hour period outlined in clause 6(a), you may still cancel your order up to 14 working days after the day following the delivery to you of the wine. To cancel under this clause, you must notify us on 0845 345 7292 or notify us by email on info@ridgeview.co.uk. In the event that your order has already been dispatched in whole, or in part, at the date on which we receive your cancellation notice, you must return the wine to us in the same condition that you received it in, and we will then reimburse the price of the wine to your credit your credit or debit card within 30 days beginning with the day on which your notice of cancellation is received by us.
If you do not return the wine to us within 21 days of the date of your cancellation notice, we reserve the right to charge you a reasonable amount in respect of the costs we then incur in recovering the wine from you. If you fail to return the wine to us, or fail to make the wine available for collection by us within 30 days of your cancellation notice, you will be deemed to have accepted the wine, at which point a new purchase order will be raised by us and you will be charged for your order at the price set out on our site at that time. This does not affect your statutory rights.

7. Guarantee and Returns

- a. If some, or all, of the bottles of wine in a case are broken when they are delivered you should notify us within 3 working days of the delivery date on 0845 345 7292 or e-mail us on info@ridgeview.co.uk. You may choose either to return the whole case or just the affected bottles for a refund or a replacement.
- b. Any wines collected by our carrier must be in their original box to avoid further breakages, where possible.
- c. Our wines are supplied to you with a 12 month guarantee. Our wines are also dispatched with clear written instructions to be followed in respect of storing the wine if it is not going to be consumed immediately by you. These instructions should be followed by you at all times, and failure to do so may result in the guarantee becoming null and void.
Provided you have followed the written instructions, and provided it is within 12 months of the delivery date, if you discover the wine is spoiled you should notify

us as soon as possible on 0845 345 7292 or email us at info@ridgeview.co.uk and we will refund or replace the bottle(s) of wine for you.

When you contact us, please have with you the bottle you are contacting us about as we will require specific information from the bottle to be provided to us so that we can match it with our records. Without the bottle information we will be unable to refund or replace the wine for you.

- d. Nothing in these Terms and Conditions will reduce your statutory rights relating to faulty or mis-described goods. Further information about your rights is available from your Local Authority Trading Standards Department or Citizen's Advice Bureau.

8. Warranties

- a. We warrant that the wines will be of satisfactory quality and fit for their general purpose when dispatched for delivery to you.

9. Limitation of Liability

- a. Nothing in these Terms and Conditions shall exclude our liability for personal injury or death caused by our negligence.
- b. We will not be liable for any loss or damage caused by us, or our employees or agents, in circumstances where:
 - i. loss or damage was not foreseeable to both parties when the contract was formed;
 - ii. loss or damage was not caused by any breach on our part;
- c. Subject to clause 9a we will not be liable for loss or damage caused by your handling of the wine. In particular we will not be liable for spillages or breakages once the wine has been delivered to you or your designated recipient. Please also see clause 2(c).
- d. Our liability to you, in connection with any order that you place on our site, will not exceed the total price charged by us for that order.
- e. You should also be aware of the following inherent risks and warnings:
 - i. Any alcohol should be consumed in moderation.
 - ii. 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.
 - iii. Sparkling wines can be volatile due to the build up of gasses, therefore we recommend that extra care be taken by you when opening these bottles.

10. Intellectual Property Rights

- a. You agree and acknowledge that we own at all times, or are licensed to use, all copyright, database rights, trade marks and other intellectual property rights in and to all parts of our site.
- b. You are entitled to use our site in accordance with these Terms and Conditions and our Website User Policy [[INSERT HYPERLINK TO USER POLICY](#)] and our Website Privacy Policy [[INSERT HYPERLINK TO PRIVACY POLICY](#)]. You must obtain our prior written consent before you use our site or any part of it in any other manner and we refer you to our Website User Policy for further information.

11. Data Protection

- a. By providing your details on our site during registration and ordering, you are consenting to us maintaining, recording, holding and using your information to improve our service to you and inform you of promotions.
- b. We will not pass your details to any third party, other than where we have to do so to get your wine to you, (our delivery agents). From time to time, we may send you information regarding our wines and other information about us and our products, services and offers, unless you have told us not to do so by emailing us at info@ridgeview.co.uk.
- c. If you do opt-out from hearing from us in accordance with clauses 11(a) and (b), you will only be contacted by us if these Terms and Conditions change or in connection with any order you place with us.

12. General

- a. We shall not be liable for any delay in delivering your wine if that delay or failure is caused by circumstances beyond our reasonable control including but not limited to, war, threat or preparation for war, riot, civil war or commotion, terrorist attack, nuclear, chemical or biological contamination, malicious damage, compliance with any law or governmental order, rule, regulation or direction, fire, flood, storm, extreme weather conditions and other natural disasters or Act of God, and failure of machinery, computers or utility providers.
- b. The laws of England and Wales shall apply to these Terms and Conditions and the English Courts shall have non-exclusive jurisdiction.
- c. Our contact details are as follows:
RidgeView Wine Estate, Upper Furzefield, Fragbarrow Lane, Ditchling Common, Sussex, BN6 8TP. Telephone 0845 345 7292. Fax 01444 230757.
E-mail info@ridgeview.co.uk