

HOFFMANN & RATHBONE'S TERMS AND CONDITIONS

These Terms set out the basis on which we (Hoffmann & Rathbone LLP) will sell Products (as defined below) to you (the person placing the Order). These Terms apply to Orders placed via our website www.hoffmannandrathbone.co.uk, Orders placed by email and to telephone Orders. These Terms are intended to apply to sales to consumers. If you are acting in a business capacity, please [Contact Us](#) to discuss your requirements.

1 DEFINITIONS

1.1 When the following words with capital letters are used in these Terms, this is what they will mean:

1.1.1 Products: means the wine, sparkling wine, spirits, gifts, merchandise, beer and/or cider that we are selling to you as set out in your Order;

1.1.2 Order: means your order for the Products which is submitted by you via our Website, by email or by way of a telephone Order; and

1.1.3 Terms: means the terms and conditions set out in this document; and

1.1.4 Website: means our website at www.hoffmannandrathbone.co.uk.

1.2 When we use the words "writing" or "written" in these Terms, this will include e-mail unless we say otherwise.

2 TERMS AND CONDITIONS

2.1 Please take time to read these Terms carefully as they affect your rights and liabilities under law. By placing any Order, you agree to be bound by these Terms.

3 OUR CONTRACT WITH YOU

3.1 When you submit an Order to us, this does not mean that we have accepted your Order. Our acceptance of your Order will take place as described in clause 3.2. If we are unable to supply you with the Product for example if the Product is out of stock, we will inform you of this and will not process the Order.

3.2 These Terms will become binding on you and us when we issue you with a written acceptance of an Order or, if earlier, we start processing your Order, at which point a contract will come into existence between you and us.

3.3 We will assign an order number to the Order and inform you when we confirm the Order. Please quote the Order number in all subsequent correspondence with us relating to the Order.

3.4 We aim to show products on our website as accurately as possible, but they are for illustrative purposes only and so the Products you receive may look different. If there

is anything unclear, or if you wish to obtain further information, please [Contact Us](#).

4 CHANGES TO YOUR ORDER

4.1 You may make a change to your Order at any time before we despatch the Products. Where this results in a change in the total price of the Products, we will notify you of the amended price in writing. If the price is higher, you can choose to cancel the Order by informing us promptly in writing.

5 DELIVERY OF THE PRODUCTS

5.1 Please note that timescales for delivery and delivery charges will vary depending on the availability of the Products and your address. Please allow for extra time for deliveries to the Scottish Highlands and Islands. Unfortunately orders for delivery overseas cannot be placed online. If you would like to place an order to be delivered to a non-UK mainland address please email orders@hoffmannandrathbone.co.uk with your order requirements and delivery address, the sales team will come back to you with delivery charges and timings. Delivery charges will be confirmed during the checkout process if you order online or prior to your Order being processed if you place a telephone or email Order.

5.2 Our couriers normally deliver Monday to Friday, between 8.30am and 5.30pm. If you are not present at the delivery address and have not provided us with alternative delivery instructions when placing your Order the courier will leave a note to inform you that delivery has been attempted and the Products have been returned to our depot. If the Products are returned to our depot, we will endeavour to deliver the Products to you again, but if you are not present at the delivery address for a second time we reserve the right to have the Products returned to us and, in the event you contact us to request us to attempt delivery another time, to charge you additional delivery charges. Our delivery times are usually 3-5 working days from the date your Order has been placed (excluding weekends and bank holidays). At busy periods despatch and delivery may take longer than 3-5 working days but in any event will be within 30 days of your Order.

5.3 If we are not able to deliver the whole of the Order at one time due to operational reasons or shortage of stock, we will deliver the Order in instalments. We will not charge you extra delivery charges for this.

5.4 Delivery of an Order shall be completed when we deliver the Products to the address you gave us and the Products will be your responsibility from that time.

5.5 You own the Products once we have received payment in full and they have been delivered to you.

6 RETURN OF DAMAGED OR MIS-DESCRIBED PRODUCTS

6.1 When your Products are delivered please check the delivery carefully to ensure it is complete and no Products are damaged. In the event that your Order is visibly damaged, do not accept the Order and please return the Products to the courier.

6.2 If you have accepted the Product(s) and subsequently discover that they are damaged / misdescribed or Products are missing please [Contact Us](#) immediately,

6.3 If you receive Products which are damaged, misdescribed or missing, you may be entitled to a refund, price reduction or replacement. Where a replacement is not possible e.g. because the Product is no longer available then a refund will be offered.

6.3 Please note that for our third party courier company to accept liability for damage caused in transit we must inform them of any damage within 24 hours of delivery.

Therefore, we ask that you inform us as soon as possible following delivery of the Product(s) if there has been any damage.

6.4 If you have any problems with your purchase, we can offer help and assistance. Please [Contact Us](#).

6.5 Your rights under UK or your national consumer legislation are not affected by these Terms.

7 AVAILABILITY

Please remember that our Products are agricultural and stocks run out from time to time and therefore are subject to availability. If for any reason we are unable to supply a particular Product we will notify you and offer a similar Product as a replacement. If you do not wish to accept a replacement Product, you may cancel your Order.

8 PRICE AND PAYMENT

8.1 The price of the Products will be the price indicated on our Website or notified to you by email or telephone when the Order is placed. Our prices may change at any time, but price changes will not affect Orders that we have confirmed with you.

8.2 We accept payment on our Website by debit and credit card (as stated at checkout). Please contact us by email or by telephone if you would like to pay by cheque. We will not dispatch the Products until we are in receipt of cleared funds.

8.3 Our stated prices include VAT. However, if the rate of VAT changes between the date of the Order and the date of delivery, we will adjust the rate of VAT that you pay, unless you have already paid for the Products in full before the change in the rate of VAT takes effect.

8.4 The prices for the Products exclude delivery charges, which will be added to the total amount due.

8.5 It is always possible that, despite our best efforts, some of the Products we sell may be incorrectly priced. We will normally check prices as part of our despatch procedures so that, where the Product's correct price is less than our stated price, we will charge the lower amount when dispatching the Products to you. If the Product's correct price is higher than the price stated on our Website, we will contact you and provide you with the option of:

8.5.1 placing a new Order at the correct price for the mis-priced Product(s);

8.5.2 cancelling your Order for the mis-priced Product(s); or

8.5.3 cancelling the whole of your Order.

9 YOUR CANCELLATION RIGHTS

9.1 You may cancel the Order, for whatever reason, from the moment you place the Order until 14 days after the date you receive the Products from us, provided of course none of the Products have been opened or damaged by you.

9.2 If you wish to cancel the Order please e-mail us

at orders@hoffmannandrathbone.co.uk or write to us at the address given below.

9.3 Please note that if you choose to cancel the Order in accordance with clause 9.1 and the Products have already been dispatched to you, we will not be able to cancel your Order until the Products have been returned to us or collected by our courier and we have had an opportunity to inspect the returned Products. Please note that the return of the Products will be at your cost.

9.4 Once your Order has been cancelled we will confirm this in writing to you and promptly provide you with a refund of the price paid for the Products.

10 OUR CANCELLATION RIGHTS

10.1 We reserve the right to cancel any Order for any reason by informing you in writing. If your Order is cancelled we will contact you to let you know and will refund any money you have paid us in respect of the Order.

11 OUR LIABILITY TO YOU

11.1 Subject to clause 11.2, if we are in breach of these Terms, we will only be responsible for any losses that you suffer as a result to the extent that they are a foreseeable consequence for both of us at the time you make the Order. Our liability shall not include business losses such as loss of profits, loss of business or business interruption. In any event, our liability to you shall be limited to the value of the Order.

11.2 We do not exclude or limit in any way our liability for death or personal injury caused by our negligence or the negligence of our employees, agents or

subcontractors, for fraud or fraudulent misrepresentation or for any other liability it is unlawful to exclude or limit.

11.3 Given the nature of the Products please do remember that their maturation is a variable process and some Products may no longer be at their peak at their time of consumption. Should this be the case, it will not amount to a breach of warranty.

11.4 Other than as stated elsewhere in these Terms, all warranties, conditions and terms expressed or implied, whether by statute, common law, custom, trade usage, course of dealings or otherwise in respect of the Products are hereby excluded to the fullest extent permitted by law. Nothing in these Terms shall affect your statutory rights as a consumer.

12 AGE RESTRICTION

12.1 By placing an Order you confirm you are of at least 18 years old.

12.2 To comply with the law, we can only deliver wine and other alcohol purchases from us to persons over 18 years old. Upon delivery, we may require you to sign for your Order to confirm your age. We operate a “Challenge 25” policy which means that, even if you are over 18 years old but look under 25 years old, you should expect to be asked for some proof of age at the point of delivery.

12.3 Deliveries to your address are fulfilled by a 3rd party courier. If, upon delivery, there is no one at the delivery address to receive your Order or if the third party reasonably suspects the signee is under 18 years old we will not be able to leave the Products.

13 EVENTS OUTSIDE OUR CONTROL

13.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by any circumstances beyond our reasonable control although we will take reasonable steps to minimise the impact of any such circumstances. And to the extent that such circumstances do occur and continue for a period of more than 28 days either of us may cancel the Order by giving the other notice in writing.

14 HOW WE MAY USE YOUR PERSONAL INFORMATION

14.1 We will only use the personal information you provide to us as set out in our [Privacy Notice](#)

15 OTHER IMPORTANT TERMS

15.1 We may transfer our rights and obligations under these Terms to another

organisation, and we will always notify you in writing if this happens, but this will not affect your rights or our obligations under these Terms.

15.2 This contract is between you and us. No other person shall have any rights to enforce any of its terms.

15.3 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

15.4 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

15.5 These Terms are governed by English law. If you live in England, you agree to submit to the exclusive jurisdiction of the English courts. If you live in Scotland you can bring legal proceedings in respect of the Products in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the Products in either the Northern Irish or the English courts.

16 INFORMATION ABOUT US AND HOW TO CONTACT US

16.1 We are Hoffmann & Rathbone LLP a company registered in England and Wales. Our company registration number is OC353704 and our registered office is at Ground Floor, 1/7 Station Road, Crawley, West Sussex, RH10 1HT. Our registered VAT number is 987 8162 55.

16.2 If you have any questions or if you have any complaints, please contact us. You can contact us by calling us on 01580 881011 or by e-mailing us at orders@hoffmannandrathbone.co.uk.

Terms and Conditions Updated May 2018