

General Terms and conditions

Introduction

This document (together with any documents referred to in it) tells you the terms and conditions (the 'Conditions') upon which we will sell the Goods and supply the Services listed on this website (the 'Website') to you.

Before confirming your order please:

Read through these Conditions and in particular our cancellations and returns policy and limitation of our liability and your indemnity.

Print a copy for future reference

Read our privacy policy regarding your personal information

By ordering any of the Goods and Services listed on this Website, you agree to be legally bound by these Conditions. You will be unable to proceed with your transaction if you do not accept these terms and conditions as may be modified or amended and posted on this Website from time to time.

We reserve the right to revise and amend the Website, our disclaimers and the Conditions at any time without notice to you. Your continued use of the Website (or any part thereof) following a change shall be deemed to be your acceptance of such change. It is your responsibility to check regularly to determine whether we have changed these Conditions.

About us

This Website is owned and operated by Moke Fine Wines Ltd ('we'/'us'/'our'), a limited company registered in England and Wales under company number: 07133916 having our registered office at 302 Cirencester Business Park, Love lane, Cirencester, Gloucestershire, GL7 1XD. Our VAT Number is: 984857156. Our business address is Fosse Hill Lodge, Coates, Cirencester, Gloucestershire, GL7 6NX.

Our telephone number is 01285771127.

Communications

You agree that email and other electronic communications can be used as a long-distance means of communication and acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing.

We will contact you by email or provide you with information by posting notices on our Website.

Overseas orders

Our Website is only intended for use by customers resident in England, Wales, Scotland and Northern Ireland (the United Kingdom).

Eligibility to purchase from the Website

To be eligible to purchase the Goods and Services from Moke Fine Wines Ltd and lawfully enter into and form contracts with us, you must:

Be 18 years of age or over

Be legally capable of entering into a binding contract

Provide full details of an address in the United Kingdom

If you are under 18, you may only use the Website in conjunction with, and under the supervision of, a parent or guardian. If you do not qualify, you must not use our Website.

Price

The prices of the Goods and Services are quoted on the Website.

Prices quoted for delivery (in the case of goods) and for performance (in the case of services) are for the United Kingdom.

Unless otherwise stated, the prices quoted include VAT at the prevailing rate but exclude delivery costs (in the case of goods) which will be added to the total amount due from you. Details of our delivery charges can be located on our Website.

We reserve the right, by giving notice to you at any time before delivery or performance of our obligations to you, to increase the price of the Goods and Services to reflect any increase in the cost to us due to any factor beyond our control (such as without limitation, any foreign exchange fluctuation, significant increase in the costs of labour, materials or other costs of manufacture). In the unlikely event of this occurring, you shall be entitled to cancel the order at any time before delivery or performance of our obligations to you or the expiry of the Cancellation Period whichever is later.

Payment

Payment can be made by cheque (please be aware that for cheques, the funds must be cleared before release of goods) major credit or debit card or through an electronic payment account as indicated on the invoice.

However, we do not accept the following:

Amex card.

Diners Card.

By placing an order, you consent to payment being charged to your debit/credit card account or electronic payment account as indicated on the invoice.

Payment will be debited and cleared from your account before the dispatch of the Goods or provision of the Service to you.

When you pay for your order by card, we carry out certain checks which include obtaining authorisation from your card issuer to ensure you have adequate funds and for security reasons. This may involve validating your name, address and other personal information supplied by you during the order process against appropriate third party databases including the card issuer, registered credit reference agencies and fraud prevention agencies.

By accepting these Conditions you:

Undertake that all the details you provide to us for the purpose of purchasing the Goods and Services are correct and that the payment card you are using is your own and that there are sufficient funds to cover the cost of the Goods and Services ordered

Undertake that any and all Goods and Services ordered by you are for your own private or domestic use only and not for resale

Authorise us to transmit the payment and delivery information provided by you during the order process (included any updated information) for the purpose of obtaining authorisation from your card issuer to ensure you have adequate funds, to authenticate your identity, to validate your payment card and for other security reasons, such as fraud prevention

We shall contact you should any problems occur with the authorisation of your card.

We will take all reasonable care, in so far as it is in our power to do so, to keep the details of your order and payment secure, but in the absence of negligence on our part, we cannot be held liable for any loss you may suffer if a third party procures unauthorised access to any data you provide when accessing our Website.

Order process and formation of a contract

All orders are subject to acceptance and availability. If any Goods and Services ordered are not available, you will be notified by email and you will have the option either to wait until the item is available or to cancel your order. It is your responsibility to provide us with a valid email address so that we can contact you if necessary.

Any order placed by you constitutes an offer to purchase the Goods and Services from us.

All such offers received from you are subject to acceptance by us and we reserve the right to refuse any order placed by you at any time prior to acceptance, without providing an explanation.

You shall be responsible for ensuring the accuracy of the details provided by you during the order process and we will not accept an order unless all details requested from you have been entered correctly.

You agree that if we contact you to acknowledge receipt of your order such communication shall not amount to our acceptance of your offer to purchase the Goods and Services ordered by you.

A contract between you and us (the 'Contract') incorporating these Conditions will only subsist after we have debited your payment card and have confirmed that we have dispatched the Goods and/or shall be providing the requested Service We will send you an email to confirm this (a 'Confirmation Notice'). The Confirmation Notice will amount to an acceptance of your offer to purchase from us. The Contract will be formed when we send you the Confirmation Notice (whether or not you receive it).

The Contract will relate only to the Goods and Services stated in the Confirmation Notice. We will not be obliged to supply any other Goods and Services which may have been part of your order until we have sent you a separate Confirmation Notice relating to it.

You must check that the details contained in the Confirmation Notice are correct and you should print out and keep a copy of it.

You will be subject to the version of our policies and Conditions in force at the time that you order the Goods and Services from us, unless:

Any change to those policies or these Conditions is required to be made by law or governmental authority

We notify you of any change to our policies or these Conditions before we send you the Confirmation Notice, in which case, we are entitled to assume that you have accepted it, unless we receive written notification from you to the contrary within seven calendar days of receipt of the Confirmation Notice

Delivery

The Goods will be delivered to you at the address you provided during the order process which must be the address that is the billing address of your payment card.

We employ professional carriers. Nevertheless, you must examine the Goods on arrival. If you are asked for your signature on delivery, you must examine the Goods before signing for them.

All Goods must be signed for by an adult aged 18 years or over on delivery.

Any dates quoted for delivery of the Goods are approximate only. If no date is specified then it will take place within 30 days of the date of the Confirmation Notice, unless there are exceptional circumstances.

We will not be liable for any delay in delivering the Goods, however caused.

For Christmas deliveries, we recommend that you check with Moke Fine Wines Ltd on info@mokefinewines.com for the last date of delivery. We will endeavour to dispatch all Goods that are in stock within 24 hours. However, we cannot guarantee delivery by 24th December.

Performance of Services

The Services will be performed at the address or by the means specified in the Confirmation Notice.

The Services will be performed within a reasonable time from the date of the Confirmation Notice.

We will not be liable for any delay in performing the Services, however caused.

Risk and title

The Goods will be at your risk from the time of delivery.

Ownership of the Goods will only pass to you when we receive full payment of all sums due in respect of them including VAT and the cost of delivery (in the case of goods).

Cancelling your Contract and returns

Cancelling before receiving a Confirmation Notice

You may cancel your order for the Goods and Services at any time prior to receiving a Confirmation Notice from us by notifying us of your decision to cancel.

You may notify us by sending us an email to info@mokefinewines.com or a letter to Moke Fine Wines Ltd, Fosse Hill Lodge, Coates, Cirencester, Gloucestershire, GL7 6NX quoting your name, address, the name or a description of the Goods and Services and your order reference number.

Cancellation after receiving a Confirmation Notice

You may cancel this Contract at any time before the expiry of 14 calendar days after the day you received the Goods (the 'Cancellation Period') by notifying us of your decision to cancel.

If you wish us to begin to supply the Services before the expiry of the Cancellation Period you must request us to do this.

You may notify us of your decision to cancel by sending us by email to info@mokefinewines.com or by post to Moke Fine Wines Ltd, Fosse Hill Lodge, Coates, Cirencester, Gloucestershire, GL7 6NX

a statement of your name, address, the name or a description of the Goods and Services and your order reference number.

If you cancel this Contract after we have begun the supply of the Services in accordance with your request, you must pay us for the Services we supplied to you before we received notice of your cancellation.

Return of Goods

Upon receiving notice of your cancellation, we will contact you and provide details of where you must return the Goods and other relevant instructions. You must then return the Goods to us without delay and at the latest within 14 days of notifying us of your cancellation.

You must return the Goods at your own risk and at your own cost unless we offer to pay the cost of return. We reserve the right, at our option, to collect the Goods from you. If we wish to collect the Goods we will notify you of when we will collect them. We may charge you for the cost of collecting the Goods and may deduct this from any sum owed by us to you.

You must return the Goods to us in the same condition in which you received them with the original packaging and the original invoice.

If the value of the Goods is reduced as a result of your handling of them beyond what is necessary to determine the nature, characteristics or functioning of the Goods, we will be entitled to claim this reduction in value from you and to deduct it from any money which you have paid us.

Refunds on cancellation

So long as you are entitled to cancel and have complied with your obligations, we will refund you the balance of the price and any standard delivery costs you paid to us after deducting:

the value of the Services we supplied before we received your cancellation notice together with VAT payable in respect of that value;

any reduction in the value of the Goods; and

any cost to us of collecting the Goods.

Unless we have agreed to collect the Goods from you, we will refund you the sum due within 30 days after the earlier of:

the day on which we receive the Goods back from you, or

the day on which you supply evidence to us that you have sent the Goods back to us.

If we have agreed to collect the Goods from you, we will refund you the sum due within 30 days of our receipt of your cancellation notice.

Exception to the right to cancel

You will not have a right to cancel in the following situations:

The Contract is for goods which are bespoke or have been personalised or which may deteriorate.

The Contract is for goods and/or services the price of which is dependent on fluctuations in the financial market which cannot be controlled by us

The Contract is for the supply of alcoholic beverages where their value is dependent on fluctuations in the market which cannot be controlled by us, we have agreed the price and we can only deliver after 30 days (such as En Primeur Wines)

Complaints

If you have a comment, concern or complaint about any Goods and Services you have purchased from us, please contact us via email at info@mokefinewines.com or by post at Moke Fine Wines Ltd, Fosse Hill Lodge, Coates, Cirencester, Gloucestershire, GL7 6NX.

Intellectual property

Goods and Services sold or licensed by us and Website content may be subject to copyright, trade mark or other intellectual property rights in favour of third parties. We acknowledge those rights.

The content of the Website is protected by copyright (including design copyrights), trade marks, patent, database and other intellectual property rights and similar proprietary rights which include (without limitation), all rights in materials, works, techniques, computer programs, source codes, data, technical information, trading business brand names, goodwill, service marks, utility models, semi-conductor topography rights, the style or presentation of the goods or services, creations, inventions or improvements upon or additions to an invention, confidential information, know-how and any research effort relating to Moke Fine Wines Ltd moral rights and any similar rights in any country (whether registered or unregistered and including applications for and the right to apply for them in any part of the world) and you acknowledge that the intellectual property rights in the material and content supplied as part of the Website shall remain with us or our licensors.

You may download or copy the content and other downloadable items displayed on the Website subject to the condition that the material may only be used for personal non-commercial purposes. Copying or storing the contents of the Website for other than personal use is expressly prohibited.

You may retrieve and display the content of the Website on a computer screen, store such content in electronic form on disk (but not any server or other storage device connected to a network) or print one copy of such content for your own personal, non-commercial use, provided you keep intact all and any copyright and proprietary notices. You may not otherwise reproduce, modify, copy or distribute or use for commercial purposes any of the materials or content on the Website.

You acknowledge that any other use of the material and content of this Website is strictly prohibited and you agree not to (and agree not to assist or facilitate any third party to) copy, reproduce, transmit, publish, display, distribute, commercially exploit or create derivative works from such material and content.

No licence is granted to you in these Conditions to use any of our trade marks or those of our affiliated companies.

Website use

You are permitted to use the Website and the material contained in it only as expressly authorised by us under our terms of use.

Liability and indemnity

Notwithstanding any other provision in the Conditions, nothing will affect or limit your statutory rights; or will exclude or limit our liability for:

Death or personal injury resulting from our negligence

Fraud or fraudulent misrepresentation

Action pursuant to section 2(3) of the Consumer Protection Act 1987

Any matter for which it would be unlawful for us to exclude or attempt to exclude our liability

The Website is provided on an 'as is' and 'as available' basis without any representation or endorsement made and we make no warranties or guarantees, whether express or implied, statutory or otherwise (unless otherwise expressly stated in these Conditions or required by law) in relation to the information, materials, content or services found or offered on the Website for any particular purpose or any

transaction that may be conducted on or through the Website including but not limited to implied warranties of non-infringement, compatibility, timeliness, performance, security, accuracy, condition or completeness, or any implied warranty arising from course of dealing or usage or trade custom.

We will not be liable if the Website is unavailable at any time.

We make no representation or warranty of any kind express or implied statutory or otherwise regarding the availability of the Website or that it will be timely or error-free, that defects will be corrected, or that the Website or the server that makes it available are free of viruses or bugs.

We will not be responsible or liable to you for any loss of content or material uploaded or transmitted through the Website and we accept no liability of any kind for any loss or damage resulting from action taken in reliance on material or information contained on the Website.

We cannot guarantee and cannot be responsible for the security or privacy of the Website and any information provided by you. You must bear the risk associated with the use of the internet. In particular, we will not be liable for any damage or loss caused by a distributed denial-of-service attack, any viruses, trojans, worms, logic bombs, keystroke loggers, spyware, adware or other material which is malicious or technologically harmful that may infect your computer, peripheral computer equipment, computer programs, data or other proprietary material as a result of your use of the Website or as a result of your downloading, streaming or otherwise accessing any Digital Content supplied on the Website or from any website linked to it.

We will use all reasonable endeavours to carry out our obligations within a reasonable period of time but will not be liable to you for any loss, costs or expenses arising directly or indirectly from any delays in doing so.

We will not be liable, in contract or tort (including, without limitation, negligence), or in respect of pre-contract or other representations (other than fraudulent misrepresentations) or otherwise for:

- any economic losses (including without limitation loss of revenues, profits, contracts, business or anticipated savings and any loss related to your business, the extent of which was not foreseeable at the time of the contract); or

- any loss of goodwill or reputation; or

- any special losses or losses not normally reasonably foreseeable at the time of the contract; or

- any loss of data; or

- wasted management or office time; or

- any other loss or damage of any kind suffered or incurred arising out of or in connection with the provision of any matter under these Conditions and/or the Contract and/or the use of this Website or any aspect related to your agreement to purchase the Goods and Services even if such losses are foreseeable or result from a deliberate breach of these Conditions by us that would entitle you to terminate the Contract between us or as a result of any action we have taken in response to your breach of these Conditions. Without prejudice to the terms of this clause and in the event that we are unable to rely upon it, our liability for all and any losses you suffer as a result of us breaking the Contract, whether or not deliberate, is strictly limited to the total of the price of and any delivery charges you paid for the Goods and Services.

You agree to fully indemnify, defend and hold us, and our officers, directors, employees

and suppliers, harmless immediately on demand, from and against all claims, including but not limited to losses (including loss of profit, revenue, goodwill or reputation), costs and expenses, including reasonable administrative and legal costs, arising out of any breach of these Conditions by you, or any other liabilities arising out of your use of this Website or any other person accessing the Website using your personal information with your authority.

This clause does not affect your statutory rights as a consumer, nor does it affect your contractual cancellation rights.

Termination

We reserve the right to terminate an agreement formed with you and to suspend or terminate your access to the Website immediately and without notice to you if:

You fail to make any payment to us when due

You breach these Conditions (repeatedly or otherwise)

You are impersonating any other person or entity

When requested by us to do so, you fail to provide us within a reasonable time with sufficient information to enable us to determine the accuracy and validity of any information supplied by you, or your identity

We suspect you have engaged, or are about to engage, or have in anyway been involved, in fraudulent or illegal activity on the Website

Events outside our control

Except for our obligation above, we shall have no liability for delays or failures in delivery or performance of our obligations to you resulting from any act, event, omission, failure or accident outside of our control ('Event Outside Our Control'), which, without limitation, includes:

A strike, lock-out or other industrial action

Shortages of labour, fuel, power, raw materials where we could not take reasonable action to obtain alternative supplies in time to perform this contract

Late, defective performance or non-performance by suppliers where we could not by taking reasonable action obtain alternative supplies in time to perform this contract

Private or public telecommunication, computer network failures or breakdown of equipment

Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war

Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster or extreme weather conditions

Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport

Acts, decrees, legislation, regulations or restrictions of any government

Other events, beyond our reasonable control

Our performance will be deemed to be suspended for the period that the Event Outside Our Control continues, and we will have an extension of time for performance for the duration of that period. We will use reasonable endeavours to minimise any delay caused by the Event Outside Our Control or to find a solution by which our obligations may be performed despite this event. We shall promptly notify you of any Event Outside Our Control giving details of it and (where possible) the extent

and likely duration of any delay.

Where an Event Outside Our Control prevents us from performing our obligations to you within 25 days from the date we sent you the Confirmation Notice, either you or we may terminate the Contract by giving 5 days written notice to the other.

The Contract will terminate 5 days after service of this written notice of termination unless you notify us in writing before the expiry of those 5 days that you will extend the time for performance of this Contract to a specified date.

If the Event Outside Our Control prevents us from performing our obligations to you by the date to which you specified, the contract will terminate on the date you specified.

If the Contract is terminated due to an Event Outside Our Control, we will refund you any money you have paid to us under the Contract.

Privacy policy

In order to monitor and improve customer service, we sometimes record telephone calls.

We shall be entitled to process your data in accordance with the terms of our Privacy Policy. Please view this document for further information. All information provided by you will be treated securely and in accordance with the Data Protection Act 1998 (as amended).

You can find full details of our Privacy Policy on the Website.

Third party rights

Except for our affiliates, directors, employees or representatives, a person who is not a party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

External links

To provide increased value and convenience to our users, we may provide links to other websites or resources for you to access at your sole discretion and risk. You acknowledge and agree that, as you have chosen to enter the linked website we are not responsible for the availability of such external sites or resources, and do not review or endorse and are not responsible or liable in any way, whether directly or indirectly, for:

The privacy practices of such websites

The content of such websites, including (without limitation) any advertising, content, products, goods or other materials or services on or available from such websites or resources

The use which others make of these websites; or

Any damage, loss or offence caused or alleged to be caused to you, arising from or in connection with the use of or reliance upon any such advertising, content, products, goods, materials or services available on and/or purchased by you from such external websites or resources

Linking to the Website

You must not create a link to the Website from another website, document or any other source without first obtaining our prior written consent.

Any agreed link must be:

To the Website's homepage

Established from a website or document that is owned by you and does not contain content that is offensive, controversial, infringes any intellectual property rights or other rights of any other person or does not comply in any way with the law in the UK and the law in any country from which it is hosted

Provided in such a way that is fair and legal and does not damage our reputation or take advantage of it

Established in such a way that does not suggest any form of association, approval or endorsement on our part where none exists

We have no obligation to inform you if the address of the Website home page changes and it is your responsibility to ensure that any link you provide to our homepage is at all times accurate.

We reserve the right to withdraw our consent without notice and without providing any reasons for withdrawal. Upon receiving such notice you must immediately remove the link and inform us once this has been done.

Notices

All notices given by you to us must be given to us at Moke Fine Wines Ltd Fosse Hill Lodge, Coates, Cirencester, Gloucestershire, GL7 6NX or by using info@mokefinewines.com. We may give notice as described in clause REF BMRK %20Communications \n \h 3

Notice will be deemed received and properly served immediately when posted on our Website, 24 hours after an email is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.

Entire agreement

The Contract represents the entire agreement between us in relation to the subject matter of the Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

We each acknowledge that, in entering into a Contract, neither of us has relied on any express or implied representation, undertaking or promise given by the other from anything said or written in any negotiations between us prior to such Contract except as has been expressly incorporated in such Contract.

Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these Conditions.

General

We reserve the right to change the domain address of this Website and any services, products, product prices, product specifications and availability at any time.

All prices and descriptions supersede all previous publications. All product descriptions are approximate.

Every effort is made to keep information regarding stock availability on the Website up to date. However, we do not guarantee that this is the case, or that stock will always be available.

If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of

the Contract and the remainder of the provision in question will not be affected.

All Contracts are concluded and available in English only.

If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under it or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with your obligations.

A waiver by us of any default shall not constitute a waiver of any subsequent default.

No waiver by us of any of these Conditions or of any other term of a Contract shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause REF BMRK%20Communications \n \h 3

Any Contract between you and us is binding on you and us and on our respective successors and assigns. You may not transfer, assign, charge or otherwise dispose of the Contract, or any of your rights or obligations arising under it, without our prior written consent. We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

Governing law and jurisdiction

The Website is controlled and operated in the United Kingdom.

Every purchase you make shall be deemed performed in England and Wales.

The Conditions and any Contract brought into being as a result of usage of this Website will be governed by the laws of England and Wales and you irrevocably agree to submit to the exclusive jurisdiction of the courts of England and Wales.