

DUNCAN MURRAY WINES - TERMS OF WEBSITE USE

This page (together with the documents referred to on it) tells you the terms on which you may make use of this website www.duncanmurraywines.co.uk (**our site**), whether as a guest or a registered user. Please read these carefully before you start to use our site. By using our site, you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, please refrain from using our site.

Please note that registration with Duncan Murray Wines via our site and internet sales from our site are only available to consumers or businesses based in the UK and deliveries will only be made within the UK.

INFORMATION ABOUT US

www.duncanmurraywines.co.uk is a site operated by Duncan Murray Wines. Our trading address is at 10 Adam & Eve Street, Market Harborough, Leicestershire, LE16 7LT. Our VAT number is 785019315.

INFORMATION ABOUT YOU

It is illegal in the UK to sell alcohol to anyone under the age of 18. By placing an order through our site, you warrant that:

- You are legally capable of entering into binding contracts; and
- You are at least 18 years old.

HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

After placing an order, you will receive an e-mail from us acknowledging that we have received your order. Please note that this does not mean that your order has been accepted. Your order constitutes an offer to us to buy goods from us (“the Goods”). All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an e-mail that confirms that the Goods have been dispatched (the ‘Dispatch Confirmation’). The contract between us (‘Contract’) will only be formed when we send you the Dispatch Confirmation.

The Contract will relate only to those Goods whose dispatch we have confirmed in the Dispatch Confirmation. We will not be obliged to supply any other Goods which may have been part of your order until the dispatch of such Goods has been confirmed in a separate Dispatch Confirmation.

CONSUMER RIGHTS

If you are contracting as a consumer, you may cancel a Contract made online at any time within seven working days, beginning on the day after you received the Goods. In this case, you will receive a full refund of the price paid for the Goods in accordance with our refunds policy set out in our [Terms and Conditions of Business](#).

To cancel a Contract, you must inform us in writing and return the Goods to us immediately, in the same condition in which you received them, and at your own cost and risk.

This provision does not affect your statutory rights.

ACCESSING OUR SITE

Access to our site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our site without notice (see below). We will not be liable if for any reason our site is unavailable at any time or for any period.

From time to time, we may restrict access to some parts of our site, or our entire site, to users who have registered with us.

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these terms of use.

You are responsible for making all arrangements necessary for you to have access to our site. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms, and that they comply with them. You will be responsible for all activities and orders that occur or are submitted under your user identification code or password.

TRANSACTIONS CONCLUDED THROUGH OUR SITE

Contracts for the supply of goods or services formed through our site or as a result of visits made by you are governed by our [Terms & Conditions of Business](#).

We may also provide links on our site to the websites of other companies, whether affiliated with us or not. We cannot give any undertaking that products you purchase from third party sellers through our site, or from companies to whose websites we have provided a link on our site, will be of satisfactory quality, and any such warranties are disclaimed by us absolutely. This disclaimer does not affect your statutory rights against the third party seller.

INTELLECTUAL PROPERTY RIGHTS

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal reference and you may draw the attention of others within your organisation to material posted on our site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of material on our site must always be acknowledged.

You must not use any part of the materials on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

OUR SITE CHANGES REGULARLY

We aim to update our site regularly, and may change the content at any time. If the need arises, we may suspend access to our site, or close it indefinitely. Any of the material on our site may be out of date at any given time, and we are under no obligation to update such material.

OUR LIABILITY

The material displayed on our site is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law we expressly exclude:

- **All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.**
- **Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our site or in connection with the use, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it, including, without limitation any liability for loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data, loss of goodwill, wasted management or office time and for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.**

This does not affect our liability for death or personal injury arising from our negligence, or our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, or any other liability which cannot be excluded or limited under applicable law.

Nothing in this section applies to our liability for Goods purchased through our site which is governed by our [Terms & Conditions of Business](#).

INFORMATION ABOUT YOU AND YOUR VISITS TO OUR SITE

We process information about you in accordance with our [privacy policy](#). By using our site, you consent to such processing and you warrant that all data provided by you is accurate. You are responsible for informing us of any changes to the information provided.

VIRUSES, HACKING AND OTHER OFFENCES

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any material posted on it, or on any website linked to it.

LINKS FROM OUR SITES

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

JURISDICTION AND APPLICABLE LAW

The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our site. These terms of use are governed by English law.

VARIATIONS

We may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our site.

YOUR CONCERNS

If you have any concerns about material which appears on our site, please contact us at info@duncanmurraywines.co.uk.

Thank you for visiting our site.