

Consumer Terms and Conditions

1. THESE TERMS

- 1.1 **What these terms cover.** These are the terms and conditions on which we supply products to you, whether these are goods, services or digital content.
- 1.2 **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 **Who we are.** We are Kettlesing Gin Limited a company registered in England and Wales. Our company registration number is 10453120 and our registered office is at PO BOX 823, Harrogate, United Kingdom, HG1 9XL. Our registered VAT number is GB 278843450.
- 2.2 **How to contact us.** You can contact us by telephoning on 07944 065559 or by writing to us at our registered address or by email on hello@singgin.com.
- 2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 2.4 **“Writing” includes emails.** When we use the words “writing” or “written” in these terms, this includes emails.

3. OUR CONTRACT WITH YOU

- 3.1 **How we will accept your order.** All orders must be made on line. Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us. Please note that you must be over the age of 18 to purchase alcohol products in the UK.
- 3.2 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this in writing within 48 hours and will not charge you for the product.
- 3.3 **Products for personal use only.** These goods are sold to you for your personal use only, you are not permitted to sell any goods purchased from may not be sold on for commercial gain. If you breach this we will terminate our agreement with you with immediate effect and refuse to supply any further goods to you.

4. OUR PRODUCTS

The images of the products on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images. The packaging of the product may also vary from that shown in images on our website.

5. YOUR RIGHTS TO MAKE CHANGES

If you wish to make a change to the product you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

6. OUR RIGHTS TO MAKE CHANGES

We may change the product from time to time to reflect changes in relevant laws and regulatory requirements; and to implement minor technical adjustments and improvements. These changes will not affect your use of the product.

7. PROVIDING THE PRODUCTS

- 7.1 Delivery costs.** The costs of delivery will be as displayed to you on our website.
- 7.2 When we will provide the products.** Any costs of delivery will be as displayed to you on our website. We use a third Party to deliver products, who are UK Mail. UK Mail will attempt up to 10 deliveries to ensure that product reaches you but may refuse to deliver to any party under the age of 18 for which you will need to ensure correct arrangements are made for redelivery. Any failed deliveries will need to be rearranged at your own cost.
- 7.3 We are not responsible for delays outside our control.** If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.
- 7.4 When you become responsible for the goods.** The goods will be your responsibility from the time we deliver the product to the address you gave us or you. You own a product which is goods once we have received payment in full.
- 7.5 Information required by you to allow us to supply to you.** In order to supply to you we will need you to provide us with the various information which include, but is not limited to:
- Name:
 - Address:
 - Payment details.
 - All orders are placed through an “Age Gate” verification to confirm that you are over the age of 18.

If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may not be able to supply to you.

We will also require updated information from you from time to time.

- 7.6 Reasons we may suspend the supply of products to you.** We may have to suspend the supply of a product to:
- (a) deal with technical problems or make minor technical changes;
 - (b) update the product to reflect changes in relevant laws and regulatory requirements;
 - (c) make changes to the product as requested by you or notified by us to you.
- 7.7 Your rights if we suspend the supply of products.** We will contact you in advance to tell you we will be suspending supply of the product, unless the problem is urgent or an emergency. We will refund any sums you have paid in advance for the product in respect of the period after you end the contract.

8. YOUR RIGHTS TO END THE CONTRACT

- 8.1 You can always end your contract with us.** Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing, when you decide to end the contract:
- (a) **If what you have bought is faulty or misdescribed you may have a legal right to end the contract** (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back), see [Clause 12](#) if you are a consumer and [Clause 13](#) if you are a business;
 - (b) **If you want to end the contract because of something we have done or have told you we are going to do, see [Clause 8.2](#);**
 - (c) **If you are a consumer and have just changed your mind about the product, see [Clause 8.3](#).** You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any goods.
- 8.2 Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any

products which have not been provided and you may also be entitled to compensation. The reasons are:

- (a) we have told you about an upcoming change to the product or these terms which you do not agree to (see [Clause 6.2](#));
- (b) we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
- (c) there is a risk that supply of the products may be significantly delayed because of events outside our control;
- (d) we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 30 days; or
- (e) you have a legal right to end the contract because of something we have done wrong.

8.3 Exercising your right to change your mind if you are a consumer (Consumer Contracts Regulations 2013). If you are a consumer then for most products bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

Right under the Consumer Contracts Regulations 2013

You have a 14 day period to change your mind.

If you change your mind you are required to pay all costs of returning the products to us.

8.4 When consumers do not have a right to change their minds. Your right as a consumer to change your mind does not apply in respect of:

- (a) products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them;
- (b) any products which become mixed inseparably with other items after their delivery.

8.5 How long do consumers have to change their minds? If you are a consumer you have 14 days after the day you (or someone you nominate) receives the goods, **unless** your goods are split into several deliveries over different days. In this case you have until 14 days after the day you (or someone you nominate) receives the last deliver.

9. HOW TO END THE CONTRACT WITH US

9.1 Tell us you want to end the contract. To end the contract with us, please contact us on the contact details set out at clause 2 within 14 days of receipt.

9.2 Returning products after ending the contract. If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us at the contact details set out at clause 2. If you are a consumer exercising your right to change your mind you must send off the goods within 14 days of telling us you wish to end the contract.

9.3 When we will pay the costs of return. We will pay the costs of return:

- (a) if the products are faulty or misdescribed; or
- (b) if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong.

In all other circumstances (including where you are exercising your right to change your mind) you must pay the costs of return.

9.4 How we will refund you. If you are entitled to a refund under these terms we will refund you the price you paid for the products by the method you used for payment. However, we may make deductions from the price, as described below.

9.5 When we may make deduction from refunds if you are a consumer exercising your right to change your mind. If you are exercising your right to change your mind we may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.

9.6 When your refund will be made. We will make any refunds due to you as soon as possible but in any event within 5 working days or notification.

10. OUR RIGHTS TO END THE CONTRACT

10.1 We may end the contract if you break it. We may end the contract for a product at any time by writing to you if:

- (a) you do not make any payment to us when it is due;
- (b) you do not, within a reasonable time of us asking for it, provide us with information required at clause 7.5 or
- (c) you do not, within a reasonable time, allow us to deliver the products to you.

10.2 You must compensate us if you break the contract. If we end the contract in the situations set out in [Clause 10.1](#) we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

11. IF THERE IS A PROBLEM WITH THE PRODUCT

Please inspect any goods delivered to you on delivery, and notify the driver immediately of any damaged products. If you have any questions or complaints about the product, please contact us at the contact details set out at clause 2.

12. YOUR RIGHTS IN RESPECT OF DEFECTIVE PRODUCTS

12.1 We are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the products. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

If your product is **goods**, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:

- a) Up to 30 days: if your goods are faulty, then you can get an immediate refund.
- b) Up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- c) Up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back.

See also [Clause 8.3](#).

12.2 Your obligation to return rejected products. If you wish to exercise your legal rights to reject products you must either return them in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection. Please call customer services on [NUMBER] or email us at [ADDRESS] for a return label or to arrange collection.

13. PRICE AND PAYMENT

13.1 Where to find the price for the product. The price of the product (which includes VAT) will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of the product advised to you is correct.

13.2 When you must pay and how you must pay. We accept payment by credit card, debit card and Paypal. Payment is required at the time that the order is placed. We will not charge you until we dispatch the products to you.

13.3 What to do if you think an invoice is wrong. If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

14. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A CONSUMER

14.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

14.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products including the right to receive products which are: as described and match information we provided to you and any sample or model seen or examined by you; of satisfactory quality; fit for any particular purpose made known to us; supplied with reasonable skill and care; and for defective products under the Consumer Protection Act 1987

14.3 We are not liable for business losses. If you are a consumer we only supply the products for to you for personal and private use, you are not permitted to sell any of our products on for commercial gain.

15. HOW WE MAY USE YOUR PERSONAL INFORMATION

How we will use your personal information. We will only use your personal information as set out in our Privacy Policy (copy available on request)

16. OTHER IMPORTANT TERMS

16.1 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end the contract within 14 of us telling you about it and we will refund you any payments you have made in advance for products not provided.

16.2 You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee). You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. However, if you are a consumer you may transfer our guarantee as set out above to a person who has acquired the product or, where the product is services, any item or property in respect of which we have provided the services. We may require the person to whom the guarantee is transferred to provide reasonable evidence that they are now the owner of the relevant item or property.

- 16.3 Nobody else has any rights under this contract (except someone you pass your guarantee on to).** This contract is between you and us. No other person shall have any rights to enforce any of its terms except as set out above. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.
- 16.4 If a court finds part of this contract illegal, the rest will continue in force.** 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.
- 16.5 Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.
- 16.6 Which laws apply to this contract and where you may bring legal proceedings if you are a consumer.** These terms are governed by English law and you can bring legal proceedings in respect of the products in 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.
- 16.7 Alternative dispute resolution if you are a consumer.** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are a consumer and are not happy with how we have handled any complaint, you may want to contact the an alternative dispute resolution provider. In addition, please note that disputes may be submitted for online resolution to the [European Commission Online Dispute Resolution](#) platform.
- 16.8 Which laws apply to this contract and where you may bring legal proceedings if you are a business.** If you are a business, any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

THE SCHEDULE

MODEL CANCELLATION FORM FOR CONSUMER CUSTOMERS

(Complete and return this form only if you wish to withdraw from the contract)

To Kettlesing Gin Limited
at PO BOX 823, Harrogate, United Kingdom, HG1 9XL
Tel: 07944 065559
Email: hello@singgin.com

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*]/for the supply of the following service [*],

Ordered on [*/received on [*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate