

# Business Terms and Conditions

## 1. THESE TERMS

- 1.1 These are the terms and conditions on which we supply products to you.
- 1.2 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.
- 1.3 These terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

## 2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 We are Kettlesing Distilling Company Limited a company registered in England and Wales. Our company registration number is 10453120 and our registered office is at New Chartford House, Centurion Way, Cleckheaton, West Yorkshire, United Kingdom, BD19 3QB. Our registered VAT number is GB 278843450.
- 2.2 You can contact us by telephoning on +44 (0) 7944 065559 or by writing to us at our registered address or by email on [hello@singgin.com](mailto:hello@singgin.com).
- 2.3 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.

## 3. OUR CONTRACT WITH YOU

- 3.1 Orders can be placed with us by phone, over the internet and in person, at which point a contract will come into existence between you and us.
- 3.2 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.

## 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. ACCEPTING NEW ORDERS**

In order to supply to you, we will need certain information and due diligence from you in advance so that we can supply the products to you. This information includes, but is not limited to:

- full details of your business name and trading address;
- a certificate of incorporation or equivalent (if applicable);
- details of any directors/ partners or senior management and any beneficial owners;
- relevant financial details of the business;
- any other due diligence requirements required to be provided by law.

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.

## **8. PROVIDING THE PRODUCTS**

**8.1** 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.

**8.2** 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.

## **9. YOUR RIGHTS TO AMEND OR END THE CONTRACT**

**9.1** You may amend your order before it is sent out for delivery at no extra cost (other than the change in value of the goods ordered). If any changes are made after the order have been sent out for delivery additional costs may apply and you will be informed of this.

**9.2** You may end your contract with us by providing us with 14 day written notice.

- (a) If any sums are outstanding and due to us these sums are payable immediately and must be paid in full at the end of the contract.
- (b) If you have placed an order with us which has not yet reached you, we will continue to arrange delivery of the order unless you advise us otherwise.

**9.3** 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 you must pay the costs of return.

**9.4** 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 within 5 working days.

## **10. OUR RIGHTS TO END THE CONTRACT**

**10.1** 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 and you still do not make payment within 7 days of us

reminding you that payment is due;

- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products as set out in clause 7.4;
- (c) you do not, within a reasonable time, allow us to deliver the products to you or collect them from us; or
- (d) you do not, within a reasonable time, allow us access to your premises to supply the services.

**10.2** 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 as 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**

**11.1** Please inspect any goods delivered to you, and notify the driver immediately of any damaged products. You are also required to notify us in writing within 24 hours of delivery regarding any damaged items delivered to you. Any damaged goods will be refunded to you within 5 working days, provided you have notified us within 24 hours of delivery of the position.

**11.2** If you have any questions or complaints about the product, please contact us at the contact details set out at clause 2.

## **12. PRICE AND PAYMENT**

**12.1** All of our prices are set out on our website. We take all reasonable care to ensure that the price of the product advised to you is correct.

**12.2** We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.

**12.3** It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order.

**12.4** We accept payment by cheque, bank transfer and credit and debit card. Payment is required on or before delivery.

**12.5** You must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

**12.6** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

**12.7** 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.

## **13. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

**13.1** Nothing in these terms shall limit or exclude our liability for:

- (a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);

- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; [or]
- (d) defective products under the Consumer Protection Act 1987; or
- (e) any matter in respect of which it would be unlawful for us to exclude or restrict liability.

**13.2** Except to the extent expressly stated in [Clause 13.1](#) all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.

**13.3** Subject to [Clause 13.1](#):

- (a) we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and
- (b) our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the total sums paid by you for products under such contract.

## **14. HOW WE MAY USE YOUR PERSONAL INFORMATION**

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

## **15. OTHER IMPORTANT TERMS**

**15.1** 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 30 days of us telling you about it and we will refund you any payments you have made in advance for products not provided.

**15.2** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

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

**15.4** 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.

**15.5** 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.

**15.6** Applicable Law and Jurisdiction. These terms are 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.

## **16. AGE RESTRICTIONS**

**16.1** In the UK it is illegal for:

- (a) any person under the age of 18 to buy (or to attempt to buy) alcohol for themselves or for any other person under the age of 18; and
- (b) an adult to buy (or to attempt to buy) alcohol for any person under the age of 18.

**16.2** You may only purchase an alcoholic Product from us if you are:

- (a) at least 18 years old;
- (b) not buying that Product for any person or persons under the age of 18; and

**(c)** of legal age to purchase alcohol both in the country where you place the order and the destination country.

You must check with the local authorities in the country where you place the order and the destination country to ensure that you will not be breaking any law or regulation by ordering alcohol from us. By placing an order to purchase a Product, you promise to us that it is lawful for you to order the relevant Product in the country where you place the order and for the recipient to receive the relevant Product in the destination country. If you breach this promise we may end the Contract and charge you reasonable compensation for the net costs which we incur. We may deduct the compensation payment from the bank account which you used to pay for the Product. We may make that deduction from that bank account in more than one payment.