

## **Our Terms and Policies**

Please read these terms and policies carefully before using our website and purchasing any products. You will find below:

- [Our terms of website use](#) – these apply to everyone using our website.
- [Our terms of sale](#) – these apply to customer buying our products.

We recommend that you print a copy of these terms and policies for future reference.

## **Our Terms of Website Use**

These terms tell you the rules for using our website, [www.salcombebrewery.com](http://www.salcombebrewery.com).

### **1. Information about us and how to contact us**

- 1.1 **Who we are.** We are The Salcombe Brewery Co. Limited a company registered in England and Wales. Our company registration number is 08692080 and our registered office is at Estuary View, Ledstone, Kingsbridge, Devon, England, TQ7 4BL. Our registered VAT number is 233043451.
- 1.2 **How to contact us.** You can contact us by telephoning our customer service team at 01548 854888 or by writing to us at [contact@salcombebrewery.com](mailto:contact@salcombebrewery.com).

### **2. By using our website you accept these terms**

- 2.1 By using our website, you confirm that you accept these terms of use and that you agree to comply with them.
- 2.2 If you do not agree to these terms, you must not use our website.

### **3. Other terms and policies may apply to you**

- 3.1 These terms of use refer to our [privacy policy](#), which also applies to your use of our website. Our privacy policy sets out the terms on which we process any personal data we collect from you (including our use of cookies), or that you provide to us. By using our website, you consent to such processing and you warrant that all data provided by you is accurate.
- 3.2 If you purchase products from our website, our [terms of sale](#) will apply to the sales.

#### **4. We may make changes to these terms**

We amend these terms from time to time. Every time you wish to use our website, please check these terms to ensure you understand the terms that apply at that time. These terms were most recently updated on 16 November 2017.

#### **5. We may make changes to our website**

We may update and change our website from time to time to reflect changes to our products, our customers' needs and our business priorities.

#### **6. We may suspend or withdraw our website**

6.1 Our website is made available free of charge.

6.2 We do not guarantee that our website, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our website for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

6.3 You are also responsible for ensuring that all persons who access our website through your internet connection are aware of these terms of use and other applicable terms and policies, and that they comply with them.

#### **7. Our website is directed to people in the UK**

Our website is directed to people residing in the United Kingdom. We do not represent that content available on or through our website is appropriate for use or available in other locations. However, we welcome enquiries from all over the world.

#### **8. You must keep you account details safe**

8.1 If you choose, or you are provided with, a password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

8.2 We have the right to disable any password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

8.3 If you know or suspect that anyone other than you knows your password, you must promptly notify us at [contact@salcombebrewery.com](mailto:contact@salcombebrewery.com).

#### **9. How you may use material on our website**

9.1 We are the owner or the licensee of all intellectual property rights in our website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

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

9.3 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, video or audio sequences or any graphics separately from any accompanying text.

- 9.4 Our status (and that of any identified contributors) as the authors of content on our website must always be acknowledged.
- 9.5 You must not use any part of the content on our website for commercial purposes without obtaining a licence to do so from us or our licensors.
- 9.6 If you print off, copy or download any part of our website in breach of these terms of use, your right to use our website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

## **10. Do not rely on information on our website**

- 10.1 The content on our website is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our website.
- 10.2 Although we make reasonable efforts to update the information on our website, we make no representations, warranties or guarantees, whether express or implied, that the content on our website is accurate, complete or up to date.

## **11. We are not responsible for websites we link to**

- 11.1 Where our website contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.
- 11.2 We have no control over the contents of those sites or resources.

## **12. Our responsibility for loss or damage suffered by you**

- 12.1 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 and for fraud or fraudulent misrepresentation.
- 12.2 Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any products to you, which will be set out in our [terms of sale](#).
- 12.3 Please note that we only provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 12.4 If defective digital content that we have supplied, damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation.

## **13. We are not responsible for viruses and you must not introduce them**

- 13.1 We do not guarantee that our site will be secure or free from bugs or viruses.
- 13.2 You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.

13.3 You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that 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.

#### **14. Rules about linking to our website**

14.1 You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

14.2 You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

14.3 You must not establish a link to our site in any website that is not owned by you.

14.4 Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

14.5 We reserve the right to withdraw linking permission without notice.

14.6 If you wish to link to or make any use of content on our site other than that set out above, please contact [contact@salcombebrewery.com](mailto:contact@salcombebrewery.com).

#### **15. Which laws apply to this contract and where you may bring legal proceedings**

15.1 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.

## Our Terms of Sale

### 1. **These terms**

- 1.1 **What these terms cover.** These are the terms and conditions on which we supply Salcombe Brewery products to you, whether these are goods (such as our beers and clothing) or services (such as our brewery tours).
- 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 The Salcombe Brewery Co. Limited a company registered in England and Wales. Our company registration number is 08692080 and our registered office is at Estuary View, Ledstone, Kingsbridge, Devon, England, TQ7 4BL. Our registered VAT number is 233043451.
- 2.2 **How to contact us.** You can contact us by telephoning our customer service team at 01548 854888 or by writing to us at [contact@salcombebrewery.com](mailto:contact@salcombebrewery.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.** 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.
- 3.2 **If we cannot accept your order.** If we are unable to accept your order, we will usually inform you of this in writing and will not charge you for the product. This might be because the product is out of stock, because of unexpected limits on our resource

which we could not reasonably plan for, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.

- 3.3 **Your order number.** We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.
- 3.4 **Please contact us if you live outside of the UK.** Our website provides automatic delivery charges if you've requested delivery within the UK (including the mainland and islands). **If you live outside of the UK then please contact us to obtain the cost of delivery.**
- 3.5 **We only sell alcohol to you if you are 18 or over.** We will not sell any of our alcoholic products to anyone who is, or appears to be, under the age of 18. By ordering an alcoholic product from us, you are confirming that you are at least 18 years old. We reserve the right to request proof of age and the right to cancel your order at any time if we do believe you may be under 18 or are buying on behalf of someone under 18 (and you will be entitled to a refund if an order has been placed).

#### **4. Our products**

- 4.1 **Products may vary slightly from their pictures.** 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.
- 4.2 **Product packaging may vary.** The packaging of the product may vary from that shown in images on our website.

#### **5. Your rights to make changes**

You should check your order and correct any errors at the checkout before placing an order. 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. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 8 - Your rights to end the contract).

#### **6. Our rights to make changes**

- 6.1 **Minor changes to the products.** We may change the product:

- (a) to reflect changes in relevant laws and regulatory requirements (for example if requirements for labelling alcoholic products change we may need to change the labels on our beers); and
- (b) to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect your overall use of the product.

6.2 **More significant changes to the products and these terms.** In addition, as we informed you in the description of the product on our website, we may make the following changes to these terms or the product, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any products paid for but not received:

- (a) we may not be able to provide the brewery tour on the date you have requested and may need to offer a different date;
- (b) we may need to change the ingredients in our products if there are changes in relevant laws and regulatory requirements.

## 7. Delivery: Providing the products

7.1 **Delivery costs.** We use courier companies to deliver our products. The costs of delivery to the UK are set out below and will be added to your order before checkout (*please note that these will be updated from time to time, for example due to an alternative courier company or the courier changing its prices*):

UK (excluding Northern Ireland, Isle of Man, Scilly Isles, Scottish Highlands & Islands, Jersey and Guernsey)  Standard next working day* delivery:	<b>£7.99</b>
Northern Ireland, Isle of Man, Scilly Isles, Scottish Highlands & Islands, Jersey and Guernsey  Standard next working day* delivery:	<b>£18.00</b>

*\*please note that a "working day" is any day except a Saturday, Sunday or public holiday in England.*

**Please contact us for delivery outside of the UK as the delivery costs may be higher.**

7.2 **When we will provide the products.**

- (a) **If the products are goods.** Unless you are collecting the goods (see clause 7.4 – Collection by you) we will deliver the goods to you as soon as reasonably possible and in any event within 30 days after the day on which we accept your order.

- (b) **If the products are services.** We will provide the services on the date agreed with you during the order process. The date for the services is as told to you during the order process (or as we agree otherwise).

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 **Collection by you. Some of our products are collection only** including polypins and casks of beer (and this will be stated on the product webpage). You may also collect other products from us (if you have requested this at checkout). If you have asked to collect the products from our premises (or they are collection only products), you can collect them from us at any time during our working hours of 09.00 to 17.00 GMT on weekdays (excluding public holidays). You must collect these products within 30 days after the day on which we accept your order. If you do not collect them by this time we may contact you and we reserve the right to cancel your order.

7.5 **If you are not at home when the product is delivered.** If no one is available at your address to take delivery and the products cannot be posted through your letterbox (or left with a neighbour), our courier will attempt to deliver the products one more time before leaving you a note informing you of how to collect the products from a local delivery depot.

7.6 **If you do not re-arrange delivery.** If you do not collect the products from us (or a local delivery depot) as arranged we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and clause 10.2 (compensation paid to us) will apply.

7.7 **If you do not turn up for the services or cancel them close to the date.** If you:

- (a) cancel a brewery tour 48 hours or less before the start time; or
- (b) cancel a brew day 7 days or less before the start time; or
- (c) do not turn up on time or at all to the correct location for the brewery tours, brew days and any other services as arranged (and you do not have a good reason for this),

we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange the services we may end the contract and clause 10.2 (compensation paid to us) will apply.

7.8 **Your legal rights if we deliver goods late.** You have legal rights if we deliver any goods late. If we miss the delivery deadline (being 30 days from the date of accepting

your order) for any goods then you may treat the contract as at an end straight away if any of the following apply:

- (a) we have refused to deliver the goods;
- (b) delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or
- (c) you told us before we accepted your order that delivery within the delivery deadline was essential.

7.9 **Setting a new deadline for delivery.** If you would still like the goods to be delivered and do not wish to treat the contract as at an end straight away, or do not have the right to do so under clause 7.8, you can give us a new deadline for delivery, which must be reasonable, and you can treat the contract as at an end if we do not meet the new deadline.

7.10 **Ending the contract for late delivery.** If you do choose to treat the contract as at an end for late delivery under clause 7.8 or clause 7.9, you can cancel your order for any of the goods or reject goods that have been delivered. If you wish, you can reject or cancel the order for some of those goods (not all of them), unless splitting them up would significantly reduce their value (e.g. if they are in a packaged set). After that we will refund any sums you have paid to us for the cancelled goods and their delivery. If the goods have been delivered to you, you must either return them in person to our premises or post them back to us. We will pay the costs of postage. Please call customer services on 01548 854888 or email us at [contact@salcombebrewery.com](mailto:contact@salcombebrewery.com) for a return label.

7.11 **When you become responsible for the goods.** A product which is goods will be your responsibility from the time we (or our courier) deliver the product to the address you gave us or you collect it from us.

7.12 **When you own goods.** You own a product which is goods once we have received payment in full.

7.13 **What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the products to you, for example, confirmation that you are at least 18 years old and your delivery address (if not provided correctly during checkout). This is clear from the checkout process. For the brewery tours we may require further information set out on the brewery tour website (such as any access requirements or allergy information). We will contact you to ask for this information. 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 either end the contract (and clause 10.2 (compensation paid to us) will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

- 7.14 **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 (see clause 6 – Our rights to make changes).
- 7.15 **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. If we have to suspend the product for longer than 30 days we will refund the price so that you do not pay for products while they are suspended (unless you would rather we keep it so that you do not have to re-order it). You may contact us to end the contract for a product if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 30 days and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.
- 7.16 **We may also suspend supply of the products if you do not pay.** If you do not pay us for the products when you are supposed to (see clause 12.4) and you still do not make payment within 48 hours of us reminding you that payment is due, we may suspend supply of the products until you have paid us the outstanding amounts or simply not accept your order. We will contact you to tell you we are suspending supply of the products (or not accepting your order). We will not charge you for the products during the period for which they are suspended.

## **8. Returns and refunds: Your rights to end the contract**

- 8.1 **You can 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 and 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 11;
  - (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 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**;
  - (d) **In all other cases (if we are not at fault and there is no right to change your mind)**, see clause 8.6.

8.2 **Ending the contract because of something we have done or are going to do.** If you are ending the 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 significant 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 (which we are enforcing) 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 (including because we have delivered late (see clause 7.8).

8.3 **Exercising your right to change your mind.** For most products bought online you have a legal right to change your mind within a "cooling-off" period and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

This right does not affect your legal rights in relation to faulty or misdescribed products (see clause 11.2).

<b>Time period to change your mind:</b>	<b>You have 28 days to change your mind</b> (and tell us about it by returning the product (if goods) or emailing us about it if it is a service.
<b>Cost of returns for changing your mind:</b>	<b>You must pay for the costs of return</b> (unless faulty or misdescribed, see clause 11.2).

8.4 **When you don't have the right to change your mind.** You do not have a right to change your mind in respect of:

- (a) polypins as their expiry dates are normally under 7 days;
- (b) any bottles, casks or other liquid container that has been opened;
- (c) services (including the brewery tours), once these have been completed, even if the cancellation period is still running;
- (d) products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them; and
- (e) any products which become mixed inseparably with other items after their delivery.

8.5 **How long do I have to change my mind?** How long you have depends on what you have ordered and how it is delivered.

- (a) **Have you bought goods (for example, beer bottles and clothing)?**, if so you have 28 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 28 days after the day you (or someone you nominate) receives the last delivery to change your mind about the goods.
- (b) **Have you bought services (for example, brewery tours)?** If so, you have 28 days after the day we email you to confirm we accept your order. However, once we have completed the services you cannot change your mind, even if the period is still running. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind.

8.6 **Ending the contract where we are not at fault and there is no right to change your mind.** Even if we are not at fault and you do not have a right to change your mind (see clause 8.1), you can still end the contract before it is completed, but you may have to pay us compensation. A contract for goods is completed when the product is delivered and paid for. A contract for services is completed when we have finished providing the services and you have paid for them. If you want to end a contract before it is completed where we are not at fault and you have not changed your mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for products not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract.

## 9. **How to end the contract with us (including if you have changed your mind)**

9.1 **Tell us you want to end the contract.** To end the contract with us, please let us know by doing one of the following:

- (a) **Phone or email.** Call customer services on 01548 854888 or email us at [contact@salcombebrewery.com](mailto:contact@salcombebrewery.com). Please provide your name, home address, details of the order and, where available, your phone number and email address (we have a template [cancellation form](#) at the end of these terms if you would like to use that).
- (b) **By post.** Print off the template [cancellation form](#) and post it to us at the address on the form. Or simply write to us at that address, including details of what you bought, when you ordered or received it and your name and address.

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 (unless they are faulty and we have agreed in writing with you that your photo evidence was satisfactory to prove they were faulty products). You must either return the goods in person to our premises or post them back to us at

Estuary View, Ledstone, Kingsbridge, Devon, England, TQ7 4BL. Please call customer services on 01548 854888 or email us at [contact@salcombebrewery.com](mailto:contact@salcombebrewery.com) for a return label. **If you are 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 significant change to the product or these terms, an error in pricing (where the amount is higher than what we should have charged you) 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.** We will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below at clause 9.5.

9.5 **Deductions from refunds if you are exercising your right to change your mind.** If you are exercising your right to change your mind:

- (a) 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.
- (b) The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within 3-5 days at one cost but you choose to have the product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.
- (c) Where the product is a service, we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

9.6 **When your refund will be made.** We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then:

- (a) If the products are goods, your refund will be made within 14 days from the day on which we receive the product back from you or, if earlier, the day on which you provide us with evidence that you have sent the product back to us. For information about how to return a product to us, see clause 9.2.

- (b) In all other cases, your refund will be made within 14 days of your telling us you have changed your mind.

## 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 and you still do not make payment within 48 hours 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, for example, the correct delivery address or proof of age being at least 18 years old (if we request it);
- (c) you do not, within a reasonable time, allow us to deliver the products to you or collect them from us;
- (d) you do not, within a reasonable time, attend our location for the brewery tours or other services; or
- (e) we discover you are under 18 years old and you are purchasing alcoholic products from us.

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.

10.3 **We may withdraw the product.** We may write to you to let you know that we are going to stop providing the product that you have ordered. We will try to let you know at least 7 days in advance of our stopping the supply of the product and will refund any sums you have paid in advance for products which will not be provided.

## 11. If there is a problem with the product

11.1 **How to tell us about problems.** If you have any questions or complaints about the product, please contact us. You can telephone our customer service team at 01548 854888 or write to us at [contact@salcombebrewery.com](mailto:contact@salcombebrewery.com) or Estuary View, Ledstone, Kingsbridge, Devon, England, TQ7 4BL. Alternatively, please speak to one of our staff if you are at our brewery.

11.2 **Summary of your legal rights.** 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 product. 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](http://www.adviceguide.org.uk) or call

03454 04 05 06.

If your product is **goods**, for example beer or clothing, 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:

- up to 30 days: if your goods are faulty, then you can get an immediate refund;
- up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases;
- 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 Exercising your right to change your mind (clause 8.3 and clause 8.4).

If your product is **services**, for example a brewery tour, the Consumer Rights Act 2015 says:

- you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it;
- if you haven't agreed a price beforehand, what you're asked to pay must be reasonable;
- if you haven't agreed a time beforehand, it must be carried out within a reasonable time.

See also [Exercising your right to change your mind \(clause 8.3 and clause 8.4\)](#).

**11.3 Your obligation to return rejected products.** If you wish to exercise your legal rights to reject products you must either:

- (a) provide us with photographic evidence (which must be satisfactory and we are entitled to reject); or
- (b) return them in person to our premises or post them back to us. We will pay the costs of postage (if there is a valid problem with the products). Please call customer services on 01548 854888 or email us at [contact@salcombebrewery.com](mailto:contact@salcombebrewery.com) for a return label.

## **12. Price and payment**

**12.1 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 (and in the checkout). We take reasonable care to ensure that the price of the product advised to you is correct. However please see clause 12.3 for what happens if we discover an error in the price of the product you order.

**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 **What happens if we got the price wrong.** 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. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.

12.4 **When you must pay and how you must pay.** We accept payment with all major credit and debit cards (excluding American Express) and you can use our gift vouchers (if valid). For all goods and services, you must pay in advance of the goods being dispatched or the services being provided.

12.5 **Discount codes and Gift vouchers.** You may use a discount code if it has been issued or authorised by us for our products. You may only be able to use them once. Discount codes and gift cards may only be applied to future orders and cannot be exchanged or refunded for cash. Please check if there are time limits to the discount codes and gift cards as you may only have a limited period to use them. No change or credit will be given for unused portions of a gift card. We may apply maximum limits to the value of gift cards and the amount you can claim a discount code on. We reserve the right to cancel discount codes at any time. We also reserve the right to reject discount codes and gift cards if we suspect any fraud. We will not accept liability if discount codes or gift cards are lost, stolen or damaged.

### 13. **Our responsibility for loss or damage suffered by you**

13.1 **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.

13.2 **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 as summarised at clause 11.2; and for defective products under the Consumer Protection Act 1987 (if they cause death, damage or injury).

13.3 **We are not liable for business losses.** We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale

purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

#### **14. How we may use your personal information**

14.1 **How we will use your personal information.** We will use the personal information you provide to us:

- (a) to supply the products to you;
- (b) to process your payment for the products; and
- (c) if you agreed to this during the order process, to send you our newsletter and give you information about similar products that we provide, but you may stop receiving this at any time by contacting us.

14.2 **We will only give your personal information to third parties where the law either requires or allows us to do so.**

14.3 Please see our [privacy policy](#) for more information.

#### **15. Other important terms**

15.1 **We may transfer this contract to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

15.2 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. We may not agree if that person is under the age of 18 (for example). However you may transfer the additional time to change your mind that we give you at clause 8.3 to a person who has acquired the product. We may require the person to whom the additional right is transferred to provide reasonable evidence that they are now the owner of the relevant item or property, for example by providing us with a photo of the product itself and/or the gift voucher.

15.3 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms, except as explained in clause 15.2 in respect of the additional time to change your mind. 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.

15.4 **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.

- 15.5 **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.
- 15.6 **Which laws apply to this contract and where you may bring legal proceedings.** 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.

**Cancellation Form**

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

To: **The Salcombe Brewery Co. Limited**

Estuary View

Ledstone

Kingsbridge

Devon

England

TQ7 4BL

Tel: 01548 854888

Email: [contact@salcombebrewery.com](mailto:contact@salcombebrewery.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 [\*]:

Details of goods / services:	
Ordered on [*/received on [*]:	
Name of customer(s):	
Address of customer(s):	
Signature of customer(s) (only if this form is notified on paper):	
Date:	

[\*] Delete as appropriate