New Hall Wine Estate www.newhallwines.com Website T&Cs Updated June 2022



These terms and conditions (the "Terms") govern the use of this website (the "Website"). Please read these terms carefully. Do not use (or continue to use) the Website if you do not agree to the Terms.

If you have any queries or comments in relation to the Terms or the use of this Website, you can either write to us at New Hall Wine Estate, Chelmsford Road, Purleigh, Essex, CM3 6PN, email us at newhall@newhallwines.co.uk or call us on +44 (0)1621 828 343. Please note that internet sales are only available if you are resident in mainland UK.

I. USE OF THE 'New Hall Wine Estate' WEBSITE

- I.I This Website is provided by New Hall Wine Estate for your personal use subject to these Terms. By using the Website you agree to be bound by these Terms.
- 1.2 All orders and purchases made via the Website will be governed by these Terms and by our General Terms and Conditions of Sale. Please <u>click here</u> to see these.
- 1.3 This Website and the information on this Website may be changed or updated without notice. I.4 New Hall Wine Estate may revise these Terms and any other legal notice on the Website. All changes will be effective when posted on the Website. You should check this Website from time to time to review these Terms and other legal notices, because they are binding on you.

2. REGISTRATION

- 2.1 To register with New Hall Wine Estate via this Website you must over 18 years of age. You are responsible for ensuring that the details provided by you on registration are correct and complete and for informing us of any changes to the information provided.
- 2.2 When you register for a user account (excluding guest checkout) you will be asked to create a secure password. If you forget your password, you can make a request on the Website for a reset link to be sent to your email address. You must keep your password confidential and change your password from time to time. If you know or suspect that someone else knows your password or has otherwise obtained unauthorised access to your account, you should notify us by contacting us immediately at newhall@newhallwines.co.uk. If New Hall Wine Estate has reason to believe that there is likely to be a breach of security or misuse of the Website, we may require you to change your password or we may suspend your account in accordance with paragraph 7.3 below. 2.3 Personal information which you submit will be held and processed by New Hall Wine Estate in accordance with our GDPR notice. Please click here to see this.

3. PRICING AND PAYMENT TERMS

- 3.1 The prices shown are only applicable to purchases made via the New Hall Wine Estate website. Prices in our printed material may be higher or lower than shown.
- 3.2 Every effort is made to ensure that all prices are correct at time of display online and include Duty & VAT, where appropriate. In the unlikely event of an administrative error resulting in an incorrect price being displayed on the Website, we reserve the right to correct the price. Where we discover an error in the price of any wine that you have ordered, we will not be obliged to proceed with your order and we will usually endeavour to inform you of the error and the correct price as soon as possible. In these circumstances, you will not be bound to continue with your purchase and we will usually endeavour to ask you to email us to confirm that you wish to proceed at the corrected price within a stated time. If you reply that you do not wish to proceed at the corrected price, do not reply within the stated time, or if we are unable to contact you, then we will cancel the order and refund the amount paid. In no circumstances will we be obliged to proceed with your purchase of wine at an incorrect price, even if we have accepted your order for wines displayed at the incorrect price and/or failed to inform you of the error.
- 3.3 All purchases made via our website must be paid for by credit or debit card at the time of order.

4. AMENDED ORDERS

4.1 Once you have placed your order with us, New Hall Wine Estate will acknowledge the receipt of your order by sending an email to you to the address that you supplied when registering with our Website. Once your order has been processed and accepted, New Hall Wine Estate will confirm the acceptance of your order by sending an email to you using the address you supplied when registering with our Website. This brings into existence a legally binding agreement between us, subject to paragraph 3 above concerning incorrect prices. If you need to amend your order after you have received your order acknowledgement, please contact us either by emailing at newhall@newhallwines.co.uk or call us on 01621 828 343 (Mon-Fri, 9am-5pm).

5. DELIVERY: MAINLAND UK (Only)

- 5.1 Delivery instructions placed on the Website can only be accepted by New Hall Wine Estate where delivery of wines is to be made to an address within mainland UK.
- 5.2 Deliveries are made from Tuesday to Friday. Delivery within mainland UK will normally be made within 3 working days after acceptance by New Hall Wine Estate of the Customer's order. 5.3 Delivery within mainland UK is free of charge for orders with a value in excess of the prevailing minimum amount (currently £150 inclusive of VAT). All other deliveries are charged at the prevailing rate (0-6kilos £9.00inclusive of VAT, 6kilos + £15.00 inclusive of VAT)

6. WEBSITE AVAILABILITY

- 6.1 While New Hall Wine Estate endeavours to ensure that this Website is normally available 24 hours a day, New Hall Wine Estate shall not be liable if for any reason this Website is unavailable at any time or for any period.
- 6.2 Access to this Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond New Hall Wine Estate's control.
- 6.3 Your access to the Website, your ability to participate in all or certain parts of the Website and/or your registration may be terminated by New Hall Wine Estate at any time without notice and without any liability. Any limitations on New Hall Wine Estate's liability will survive such termination.

7. USE OF THE WEBSITE

7.1 You agree not to use the Website to send or post any message or material that is unlawful, harassing, defamatory, abusive, indecent, threatening, harmful, vulgar, obscene, sexually orientated, racially offensive, profane, pornographic or violates any applicable law and you hereby indemnify New Hall Wine Estate against any loss, liability, damage or expense of whatever nature which New Hall Wine Estate or any third party may suffer which is caused by or attributable to, whether directly or indirectly, your use of the Website to send or post any such message or material.

8. THIRD PARTY MATERIALS

8.1 New Hall Wine Estate is not responsible for the contents of any website operated by a third party which may be accessed via this Website and New Hall Wine Estate does not accept any obligation, gives no assurance and assumes no liability or responsibility (whether express or implied) in relation to any content on any other website. All links on this Website are provided for your convenience only and do not imply that New Hall Wine Estate approves or recommends the content of such websites.

9. INTELLECTUAL PROPERTY

- 9.1 The New Hall Wine Estate name, logo, corporate symbols and trademarks are the sole property of The Greenwood Partnership and no permission is given in respect of their use. The Website and its contents are protected by UK and international copyright laws and other intellectual property rights. Unless otherwise indicated, The Greenwood Partnership is the owner of the copyright and all other intellectual property rights on the Website and its contents. Save as set out below, no part of the Website may be reproduced, modified, copied or used for any commercial purpose without the prior written permission of The Greenwood Partnership.
- 9.2 You may retrieve and display the content of the Website on a computer screen or print one copy of such content (including the Terms and Conditions of Sale and any order confirmation) for your own personal use, provided you keep intact all and any copyright and proprietary notices.

II. LIABILITY

- II.I The Website is provided without any warranties or guarantees. To the extent permissible by any applicable law, New Hall Wine Estate, its associated companies and their officers, directors, employees, shareholders or agents of any of them, exclude all liability and responsibility for loss or damage of whatever nature (including but not limited to loss of profits or anticipated savings or wasted expenditure) arising from or in connection with your access to or use of this Website, or reliance on the Website, regardless of whether such loss or damage would arise in the ordinary course of events or otherwise, is reasonably foreseeable or otherwise, or is caused by any error or omission in the Website (whether negligent or not), except that nothing affects any liability of New Hall Wine Estate, its associated companies and their officers, directors, employees, shareholders or agents of any of them for death or injury caused by their negligence or any other liability which may not be excluded or limited by law.
- II.2 Whilst New Hall Wine Estate makes reasonable attempts to exclude viruses or other destructive computer codes from the Website, it does not accept any obligation, gives no assurance and assumes no liability or responsibility (whether express or implied) in relation to viruses or such computer code. You should take all appropriate safeguards before using the Website or downloading from the Website.
- 11.3 Nothing in this Section 11 applies to New Hall Wine Estate's liability for goods purchased through the Website, which is governed by our Terms and Conditions of Sale.