

**V1.0 for web.**

## **Terms & Conditions**

**DRAM Good Single Malts Ltd may also be referred to as Dram Good Single Malts & DGSM within this document.**

## **Security**

DGSM reserves the right to use physical security marking to protect & identify their Products.

## **AGE RESTRICTION**

No goods are offered for sale at this site to any person who is below legal drinking age in the country in which he or she is resident or any person resident in a country where such sale would be contrary to local law. By placing an order through our site, you warrant that you are of a lawful age. If you are buying Products as a gift, the recipient must also be of a lawful age. This is the responsibility of the purchaser. If our couriers are in any doubt about the age of the recipient on delivery, they may request some form of ID.

## **HOW THE CONTRACT IS FORMED BETWEEN US?**

After placing an order, you will receive an e-mail from us acknowledging that your order has been received. 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 Product has been dispatched (the "Dispatch Confirmation"). The contract between us (the "Contract") will only be formed when we send you the Dispatch Confirmation. The Contract will relate only to those Products whose dispatch we have confirmed in the Dispatch Confirmation. We will not be obliged to supply any other Products which may have been part of your order until the dispatch of such Products has been confirmed in a separate Dispatch Confirmation.

## **CANCELLATION RIGHTS**

As a consumer, you may cancel a Contract at any time within fourteen working days of the day you receive the Products. In this case, you will receive a refund of the price paid for the Products in accordance with the refunds policy set out below. To

cancel a Contract, you must inform us in writing. You must also return the Product(s) to us immediately, in the same condition and packaging in which you received them, and at your own cost and risk. You have a legal obligation to take reasonable care of the Products while they are in your possession. If you fail to comply with this obligation, we may have a right of action against you for compensation.

## **PAYMENT AND ORDER PROCESS**

You can pay for Products purchased from our online shop by using any of the following cards: Visa, MasterCard, Maestro or Visa Debit. You must give us authority for payment at the time of order. There are several mandatory fields which you must complete to enable us to process your order and allow us to contact you should we need to discuss your order. Please complete all fields carefully and accurately. All card holders are subject to validation checks and authorisation by the card issuer. We will not deliver any Products prior to these checks and authorisations being completed. If your card issuer refuses to authorise payment to us, your order cannot be accepted and we will not be liable for any delay or non-delivery.

All payment and credit card information is processed directly via the secure payment gateway STRIPE and is not entered on The DGSM systems. Due to the high value of our products, you may be contacted by email [whisky@dramgoodsinglemalts.co.uk](mailto:whisky@dramgoodsinglemalts.co.uk) and asked to confirm your identity.

The main characteristics of the goods sold through this site are set out on the pages picturing them. Every effort has been made to display the colours of the goods as accurately as possible. However, because the colour you see will depend on your monitor we cannot guarantee that the colours of the goods purchased by you will be the same as the colours shown on your monitor. Should your order be accepted, the price applicable to goods ordered by you shall be that shown on the site at the point at which your order is placed. The period for which this price is valid is limited and can only be guaranteed for orders placed that day (unless a longer period is stated specifically in the description given).

## **SALES TAX/IMPORT DUTIES**

The sales tax applicable to your order will depend on a number of factors which will be established at the point of placing your order.

These include the following:

The type of goods ordered (rates may differ);

Where the goods are to be delivered to e.g., UK, EU, outside EU.

You are responsible for paying any import or similar duties which may be levied on the export or import of the goods ordered by you. The goods purchased by you will be dispatched to you by the method of delivery indicated within 30 days of the date of your order.

### **AVAILABILITY OF PRODUCTS**

We will inform you of the non-availability of any goods ordered by you within 30 days of the date of your order, and where your order cannot be fulfilled you will receive a full refund within 30 days of the date of your order. We will fully refund to your payment card the price (including sales taxes and delivery costs) of any goods returned to us within 30 days of receipt.

### **DELIVERY INSTRUCTIONS AND ADVICE**

Deliveries are made during business hours on Monday to Friday; to ensure prompt delivery someone must be present to sign for the parcel. If no-one is available to sign for the parcel, our delivery company will leave a contact card with instructions for the customer to call their local depot. If the customer does not then call their local depot, the parcel is returned to us after a week – the cost of which will be passed on to the customer. The courier appointed by The DGSM is non-negotiable.

The whiskies sold on The DGSM Online Shop are currently available for shipping to the following countries:

#### **UK and the Channel Islands.**

All whiskies sold by DGSM Online Shop are sold subject to UK alcohol tax and UK VAT. However, for all deliveries to the EU, UK VAT will not be charged. Your order may be subject to local sales taxes and duties upon arrival in your chosen country, which are levied at the time the package clears customs. All additional charges are the responsibility of the recipient. As customs policies vary widely from country to country, we have no control over these charges. Please contact your local customs office for further information

### **RETURNS, REFUNDS AND REPLACEMENTS**

RETURNS INFORMATION CONSUMER RIGHTS ACT 2015

After notifying us of your intent to cancel you have a further 14 calendar days to return the good(s) to us.

## **OUR POLICY**

You must return the goods purchased from DGSM in an unopened original condition. The foil seal will be fully intact in place on the goods as produced by the manufacturer.

The packaging supplied by the distillery which accompanied the goods purchased and being returned should also be returned to DGSM.

The customer will incur any costs involved in returning the goods to DGSM.

DGSM will offer a **CREDIT NOTE** for the same value as the value of the goods originally purchased when DGSM is satisfied the goods returned are the original goods dispatched to the customer.

The **CREDIT NOTE** will be valid for 12 months from the date of issue.

If DGSM are **NOT** satisfied or are unable to authenticate the goods returned are the original goods, further security checks will be undertaken by means of additional testing.

If DGSM are unsatisfied/ unable to locate “*SMARTWATER*” markings, forensic testing will be instructed to be undertaken by the “*SMARTWATER*” security company.

The customer will be provided with a copy of the independent forensic analysis report compiled by Smartwater and if confirming NO security markings were discovered on the returned goods. The goods will be destroyed & No credit note issued.

If after forensic testing the security marking is present and confirmed to be correct DGSM will issue a credit note to the customer for the value of the goods returned.

## **FAULTY GOODS**

If you have purchased a product directly from The DGSM which you discover to be faulty, then you will be required to send us photographs of the product with an explanation of the fault/s, and proof of purchase of the product.

If you contact us within 30 days of purchase of the product you will be entitled to a credit note or a replacement if we have a replacement of the product available in stock.

We will only provide a credit note or a replacement product ( if we have one available) after we have received the faulty product, and we have carried out authenticity and other testing as we deem appropriate to verify your claim.

You will only be entitled to a credit note or replacement in the event that you are able to demonstrate that the product is authentic and a fault has occurred.

Please note, instances where DGSM is NOT liable in providing a replacement, repair or credit note;

- Accidental damage
- Wear and tear
- The bottle has been opened

### **LIMITATION OF DAMAGES**

Except to the extent prohibited by applicable law, DGSM shall not be liable for any incidental, indirect, special, or consequential damages.

### **LIQUID QUALITY AND AUTHENTICITY**

If the quality of liquid or authenticity is returned for testing, DGSM reserves the right to retain the returned product if testing reveals that the product is counterfeit or has been substituted or that the liquid has been adulterated or tampered with. In such instances, DGSM shall not provide a replacement product.

### **PRICES, AVAILABILITY AND PROMOTIONS**

The prices payable for the Products that you order are clearly set out on this site. All prices are quoted inclusive of any UK VAT payable unless otherwise stated. The price of the products may not include the delivery charge which will be charged at the rates applicable at the date you place your order. Prices, promotions and specifications can change without notice and Products are subject to availability. If

for any reason beyond our control, we are unable to supply a particular Product you will be notified as soon as possible.

### **LIMITED EDITIONS AND BALLOTS**

For ballot sales and certain limited editions consumers will only be eligible to buy a maximum number of bottles per person, per order or per household. DGSM reserves the right to cancel orders if subsequent verification identifies that a consumer has bought more than the maximum number of bottles available for purchase by one person.

In particular for ballot sales, only one ballot entry per person will be accepted, and the personal data provided when registering for the ballot will be used to verify that you are not registering to buy more than (one) 1 bottle. As part of your participation in this ballot, you have indicated that you accept your personal data being transferred to third parties. These parties may be based in the United States. We only make these arrangements or transfers of personal data where we are satisfied that adequate levels of protection are in place to protect information by a third party. You hereby understand and consent to the transfer of personal information to these countries and parties.

If your entry is successfully drawn in the ballot, you will receive a unique link or token to purchase the product which can only be used once.

Any token you receive as part of a purchase is non-transferable and can only be used by the individual it has been sent to using the personal data provided when registering for the ballot. Any purchase found to have been used by any other person will be cancelled and refunded. Any charges that result from breaking the terms and conditions and cancellation of order are the responsibility of the individual. The unique link will not be reinstated.

### **OUR LIABILITY**

We warrant to you that any Product purchased from DGSM through our site is of satisfactory quality and reasonably fit for all the purposes for which products of the kind are commonly supplied. DGSM's liability for any losses suffered as a result of breaching its contract with you is limited to the purchase price of the Product you purchased. DGSM are not responsible for indirect losses which happen as a side effect of the main loss or damage (including, but not limited to, loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings).

## **USE OF YOUR PERSONAL DATA**

Please refer to our separate privacy policy (“Privacy Policy”) which informs you how your personal information will be used.

## **WAIVER**

If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which they are entitled under a contract with you or any of these terms and conditions, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations. A waiver by DGSM of any default shall not constitute a waiver of any subsequent default. No waiver by DGSM of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

## **ENTIRE AGREEMENT**

These terms and conditions and any document expressly referred to in them constitute the entire agreement between us relating to the subject matter of any Contract and supersede any previous arrangement, understanding or agreement between us, relating to the subject matter of any Contract. We each acknowledge that, in entering into a Contract, (and the documents referred to in it), neither of us relies on any statement, representation, assurance or warranty (“Representation”) of any person (whether a party to that Contract or not) other than as expressly set out in these terms and conditions. Each of us agrees that the only rights and remedies available to us arising out of or in connection with a Representation shall be for breach of contract as provided in these terms and conditions. Nothing in this clause shall limit or exclude any liability for fraud.

## **OUR RIGHT TO VARY THESE TERMS AND CONDITIONS**

We have the right to revise and amend these terms and conditions from time to time to reflect, amongst other things, changes in market conditions affecting our business, changes in technology or systems used, changes in payment methods, changes in relevant laws and regulatory requirements. You will be subject to the policies and terms and conditions in force at the time that you order Products, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by

you), or if we notify you of the change to those policies or these terms and conditions before we send you the Dispatch Confirmation.

#### **GOVERNING LAW AND JURISDICTION**

Contracts for the purchase of Products through our site and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by Scots law. Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) shall be subject to the non-exclusive jurisdiction of the courts of Scotland.