

**MENU**

ORDER IN THE NEXT 22 HOURS 39 MINUTES FOR NEXT DAY DELIVERY ON SATURDAY * • FREE DELIVERY WHEN YOU SPEND £150 OR MORE! • FREE STANDARD DELIVERY ON 6 BOTTLES OR MORE

Terms and Conditions

TERMS AND CONDITIONS

1. DEFINITIONS

In these Terms and Conditions the following words shall have the meaning set out opposite them:

1. "Company" shall mean Carian Wines Limited;
2. "the Customer" shall mean any person, company or organisation from whom or from which the Company accepts an Order to supply Goods;
3. "the Goods" shall mean and include the goods which are the subject matter of Purchase Order;
4. "the Order" shall mean the order placed on the Company by the Customer;
5. "Price" The price as detailed in the quotation.

2. GENERAL

All Orders for the supply of Goods by the Company are made subject to these Conditions of supply. Any stipulation or condition contained in any of the Customer's contractual documentation delivered to the Company which would conflict with these Conditions or in any way qualify or nullify these Conditions shall be deemed to be inapplicable to the Company unless the same shall have been expressly agreed to in writing in a document signed by a director of the Company. No other employee or agent has any authority to alter or qualify these Conditions in any way, unless otherwise notified to the Customer in writing.



3. ACCEPTANCE AND CANCELLATION

1. Subject to clauses 4.2 and 6.1, a Customer may purchase any Goods directly from the Company from the Company's website.
2. Notwithstanding clause 3.1 above, a Customer may also request a quotation, and/or place an Order over the telephone or by mail order.
3. In the event that clause 3.2 applies, the Company reserves the right to withdraw a quotation at any time without notice and without providing a reason. Furthermore, the Company reserves the right to refuse to supply a quotation at any time without providing a reason.
4. Unless withdrawn in accordance with Condition 3.3, all quotations are open to the Customer for acceptance for 30 days only, commencing on the date stipulated on the



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4. PRICE AND PAYMENT

1. All prices quoted on the Company's website are subject to alteration or withdrawal without notice, are quoted in pounds sterling, and are as identified by quantity.
2. If the Customer is purchasing the Goods in accordance with clause 3.1, payment will be due and payable at the time of placing their order.
3. If the Customer is purchasing the Goods in accordance with clause 3.2, prices quoted or stated in any Acknowledgement of Order Form are based on costs prevailing at the date of quotation or confirmation.
4. All prices are quoted inclusive of VAT and other applicable taxes relating to the sale or delivery of the Goods, unless specified otherwise.
5. Delivery charges are included in the price quoted per bottle or per case.
6. Unless otherwise agreed in writing, payment shall be made by credit card, cheque transfer within thirty days of the date of invoice. If bank and trade references have not satisfactorily furnished to the Company, or the Customer is a new customer, the Company reserves the right to require payment in full and prior to dispatching the Goods.
7. If the Customer's Order is to be dispatched in instalments, payment for each bottle of wine will be invoiced separately at the point that that bottle or case of wine is dispatched.
8. The Company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.
9. Time for payment shall be of the essence.
10. No payment shall be deemed to have been received until the Company has received cleared funds.
11. The Customer shall make all payments due under this Order without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Customer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Customer.



5. CANCELLATIONS

1. The Customer may cancel the Order, for any reason whatsoever, at any time up to 24 hours from the time the Order was placed in accordance with either clauses 3.1 or 3.2, as this will be prior to dispatching the Goods for delivery.
2. In order to cancel an Order, the Customer must contact the Company by email at info@carianwines.co.uk or by telephone.
3. Once the Company has been notified by the Customer of a cancellation, the Company will reimburse the Customer the price of the Goods, if payment has been already made in accordance with clause 4.6, within 48 hours from the time the Company receives notification of the cancellation.



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Company.

5. If the Customer does not return the Goods to the Company within 21 days of the date of the cancellation notice, the Company reserves the right to charge the Customer a reasonable amount in respect of the costs the Company incurs in recovering the Goods from the Customer. If the Customer fails to return the Goods to the Company, or fails to make the Goods available for collection by the Company within 30 days of the date of the cancellation notice, the Customer will be deemed to have accepted the Goods, at which point a new purchase order will be raised by the Company and the Customer will be charged for the Order at the price set out in the Company's catalogue and publications at that time.

6. DELIVERY

1. The price of delivery shall be quoted on the quotation and the Acknowledgement and shall be part of the total price quoted to the Customer.

2. The Company will deliver the Goods to anywhere in the United Kingdom (including Northern Ireland, the Highlands, Scottish islands, the Isle of Man and the Scilly Isles). Delivery will be made to the address specified by the Customer at the time of placing the Order. The Company reserves the right to make delivery in instalments. If the Company does this, there will only be a single delivery charge.

3. Delivery will normally take place within 3-4 working days of the date of the Acknowledgement of Order. The Company will make every reasonable effort to deliver the Goods within 3-4 working days, and unless it is otherwise agreed in writing, the Customer shall not be entitled to cancel the order in whole or in part on the grounds of delayed delivery howsoever caused, nor shall the Customer be entitled to claim damages or compensation. In the event that the Company is unable to make delivery within 3-4 working days, the Company will contact the Customer and keep the Customer updated accordingly.

4. If the Customer is not available at the time of delivery, the Company's delivery agents will leave the Goods in a safe place, provided that the Customer has provided such instructions to the Company at the time of placing the Order. Alternatively, the Company's delivery agents will leave a card requesting the Customer to arrange a more convenient delivery time.

5. All Goods must be signed for on delivery by an adult aged 18 years or over (please see clause 11 for further information). If no one of that age is at the address when the delivery is attempted, the Goods may be retained by the delivery agent, in which case the delivery agent will leave notification of attempted delivery and will telephone to rearrange or will return later that day. In these circumstances, if the Company has to re-deliver the goods, a further delivery charge may become due and payable by the Customer.

6. The Company reserves the right to use any method of transport for delivery, and the Goods

CUSTOMER REVIEWS

