

Terms and Conditions of Business and Use

In order to buy wine from us or use our web site you must do so according to these terms and conditions. By registering on the web site you are agreeing to be bound by them. Although they are written in small print, they are designed to be fair to you and to us.

We may change these from time to time by updating this posting.

1 Customer Promise

1.1 Quality - If you buy any of our wines and you don't like a bottle, we will credit your account for the full amount for that bottle. If you have bought a whole case of one particular wine, then we will refund the whole case, including delivery, as soon as we have collected the rest of the wine from you, provided of course that you have only drunk one bottle from the case.

1.2 Price guarantee - We guarantee great value. That means that if you buy wine from us and then find the same wine for sale in the UK at a cheaper price within 14 days (but not on promotion, special offer or in a sale) we will refund the difference.

1.3 Delivery - Delivery is £9.99 per daytime delivery regardless of how many cases you order. We will deliver your wine to anywhere in the United Kingdom. Delivery times are Monday to Friday, 9.00am to 5.00pm.

1.4 Minimum order is for a case of 6 bottles of wine and then in multiplies of 6 (12, 18 and so on).

1.5 Availability - Wine is an agricultural product and runs out from time to time. If you order a case of wine, we may change some of the bottles, but we never use this as an opportunity to advertise a good wine and supply plonk. We promise that we will only ever replace up to three bottles without asking. If you ever have cause to disagree with our choice of replacements, we will give you a credit for any of the bottles that we have switched, no questions asked.

1.6 Customer satisfaction - If you are dissatisfied with our performance in any way, please 01672 861224 or email info@colinawines.com

2 Prices and payment

2.1 All prices are quoted in pounds sterling, and may be per bottle or per case, as marked. The prices include Value Added Tax at the prevailing rate, unless otherwise specified. All delivery charges are additional.

2.2 We accept payment by Switch, Maestro, Solo, Delta, Electron, Visa, MasterCard - payment can be made over the phone or on line at time of purchase using our on line secure check out (4.1).

2.4 Description and price of the goods. We make every effort to ensure that prices and descriptions of goods shown on our website are accurate at the time you place your order. The price of the goods will be as shown on the checkout page of our website when you placed your order. We will charge you this amount. You must also pay a delivery charge for the goods as indicated on our website at the checkout page (1.3). In the unlikely event that the price shown on the checkout page is wrong, and we discover this before accepting your order, we are not required to sell the goods to you at the price shown. We always try and ensure that the prices of goods shown on our website are accurate, but occasionally genuine errors may occur. If we discover an error in the price of the goods that you have ordered we will let you know as soon as possible and give you the option of reconfirming your order at the correct price or cancelling

it. If you cancel your order and you have already paid for the goods, then you will receive a full refund.

2.5 Colina Wine Club Members – Get Free delivery (worth £9.99), will be sent a case of 6 bottles of wine every 2 months, usually red wine. Club members are able to cancel or modify their order at any time up to the cut off date (this will be posted on the website and those not on email will be notified at least 2 weeks beforehand).

3 Age restriction

3.1 We won't sell wine to anyone who isn't 18 years old or over. Sorry, but that's the law. By placing an order you confirm that you are at least 18 years old.

3.2 If you are buying a case of wine as a gift - the recipient must also be over 18 years old.

3.3 Once the wine has been delivered, according to your original delivery instructions, it becomes the recipient's responsibility. This does not affect your right to a replacement case if it is stolen as set out in our delivery promise (1.3).

4 Security

4.1 We use a secure payment server with state-of-the-art encryption and secure socket layer (SSL) technology for the transfer of credit card information. Additionally, we have security measures in place to protect our customer database and access to this database is restricted internally.

4.2 It is your responsibility to protect your password from being disclosed to any third party.

5 Cancellations

5.1 You may cancel your order for any reason whatsoever at any time up to 7 working days from the day after the date you receive your wine, provided all of the bottles are unopened and intact. You will incur a charge for collection of £10 inc VAT.

5.2 In order to cancel your order you must call us on 01672 861224, notify us by email on info@colinawines.com or in writing to Colina Wines, Newlands, West Overton, Marlborough, Wiltshire. SN8 4ER.

5.3 We shall reimburse the price of the wine within 30 days from the date you notify us of the cancellation. It is your responsibility to hold onto the wine and take reasonable care of it until we come to collect it.

6 Returns

6.1 If some or all of the bottles of wine in a case are broken or spoiled when they are delivered you should notify us as soon as possible. You may choose either to return the whole case or just the affected bottles for a refund. Please use the same contact details as in point 5.2 above and we will arrange collection.

6.2 All refunds and reimbursements under clause 6.1 will be paid within 30 days of you notifying us of your wish to return wine under that clause, provided the wine has been collected by our carrier.

6.3 Any wines collected by our carrier must be in their original box to avoid further breakages, where possible.

6.4 Nothing in these Terms and Conditions will reduce your statutory rights relating to faulty or misdescribed goods. Further information about your rights is available from your Local Authority Trading Standards Department or Citizen's Advice Bureau.

7 Intellectual Property Rights

7.1 You agree and acknowledge that we own or are licensed to use all copyright, database rights, trade marks and other intellectual property rights in and to all parts of this web site, and to the business of slurp.co.uk, the structure, design and layout of the web site, the styles of the wines.

7.2 You are entitled to use our web site in accordance with these Terms and Conditions only. You must obtain our prior written consent before you use our web site or any part of it in any other manner.

8 Warranties

8.1 We warrant that the wines will be of satisfactory quality and fit for their general purpose.

9 Data Protection

9.1 By providing your details to Colina Wines on our web site, you consent to Colina Wines maintaining, recording, holding and using the information you give Colina Wines at the time of ordering to process your orders, to improve our service to you and inform you of promotions. All data is collected lawfully and maintained in accordance with the Data Protection Act 1998.

9.2 Colina Wines Privacy Promise. We take your privacy very seriously and will not pass your details to any third party without your permission, other than where we have to do so to get your wine to you, e.g. our delivery company. From time to time, Colina Wines may send information about discounts, free stuff and personalised offers on wine, including many exclusive deals.

9.3 If you opt-out from hearing from Colina Wines or third parties, you will only be contacted by Colina Wines if our terms and conditions change, but we promise to do so no more than twice a year.

10.4 If you have any questions regarding our privacy policy, please email us at info@colinawines.com

11 General

11.1 No contract exists between you and us until we notify you that we have accepted your order and delivered the goods. We are not obliged to accept your order. The sale of the goods takes place only when the wine is despatched from our warehouse.

11.4 Relevant United Kingdom law will apply to these terms and conditions and the relevant courts of the United Kingdom will have exclusive jurisdiction. Here are our details should you want to contact us: