



Café-Ambience Ltd, Customer Terms of Sale Updated 30th October 2020

Terms of sale

Online shopping - terms of sale

These Terms and Conditions of Sale ("Terms of Sale") are the terms and conditions on which Café-Ambience Ltd, a company incorporated in England and Wales (registered number 11526816 with its registered address at 39A Market Street, Loughborough, LE11 3ER), provides products to you via our Square Website currently named <https://cafe-ambience.square.site/>

Purchasing products

In addition to the Terms of Use, your purchase of products which we supply to you through the website is subject to these Terms of Sale. Please read the Terms of Sale carefully before ordering any products through the website, as by ordering any of our products (or services) you agree to be bound by the Terms of Sale.

We recommend that you should print a copy of these Terms of Sale for future reference.

Placing an order

Delivery times and options may vary depending on the type of product that you order. Provided we have received an accurate physical delivery address from you, we will aim to deliver products to you by the date set out in the acknowledgement of order email we send to you or, if no date is specified, within 3 working days (ie. any day that is not a Sunday or Bank holiday) of the date of the acknowledgement of order email we send to you. If the address is incorrect the order may be delayed or may not arrive at all. Please note it may not always be possible to deliver the same day as order.

Identity of supplier

Unless stated to the contrary on this website, the goods and services supplied in accordance with any contract made through this website are supplied by Café-Ambience Ltd.

Contract creation and order process

The technical steps required to create the contract between you and us are as follows:

- You must add the products you wish to purchase to your shopping cart and then proceed to the checkout.
- If you would like local delivery, please proceed to enter the delivery address where indicated.
- You will then be asked to input your email address, first and last names, and a contact mobile telephone number.
- If you have selected store pick up, you will be given the option to pick up now or at a later date, together with instructions on collection. If you have requested delivery you can enter your requested delivery time.
- PLEASE NOTE: it may not be possible to achieve your requested delivery time, and we will advise you of our best delivery time if we cannot achieve your request following the pressing of the "Commit to Buy" button.
- Squareup Ltd will give you the option to save your payment details for later use. This is governed by the Squareup Ltd Terms of Service.
- It is your responsibility to ensure that your order is correct before submitting it to us.
- After you have submitted your "Commit to Buy", we will process the payment details you have given us to take payment for your order via the square payment system.

- We will send you an order acknowledgement email detailing the products you have ordered. You should check the order acknowledgement email for accuracy and let us know immediately if there are any errors. That email does not constitute acceptance of your submitted order.
- Order acceptance and the completion of the contract between you and us will take place on the despatch to you, or collection from us of the products ordered unless we have notified you that we do not accept your order, or you have cancelled it in accordance with the instructions below.
- Title of goods will pass on delivery of the products, provided that we have processed and received payment in full for the products.
- Non-acceptance of an order may be a result of one of the following:
 - The product you ordered is not available from stock.
 - We are unable to obtain authorisation for your payment.
 - A price or product description error is identified.
 - You do not meet the eligibility to order criteria set out in the Terms of Sale.
 - We suspect you do not meet the legal age criteria for the requested products.
- If there are any problems with your order, a representative from Café-Ambience Ltd will endeavour to contact you.
- The contract will be concluded in English.

If you do require any information regarding orders you have placed with Café-Ambience Ltd, please contact us by emailing info@cafe-ambience.com or by calling 01509 324329 between 10am and 4:00pm Monday to Friday.

Delivery restrictions

We reserve the right to restrict deliveries in certain areas. This includes the right to withdraw our services to individual customers' addresses if you are repeatedly unavailable to take delivery of your order or in other exceptional circumstances.

Local Delivery arrangements

All alcohol deliveries require a signature by someone over the age of 18; if you are not in, the our delivery driver will attempt delivery to a neighbouring address and if this is not possible, a card will be posted through your letterbox with instructions on how to arrange re-delivery.

You should keep your delivery note and all packaging and should notify us immediately if any of the order is missing or damaged.

Where the delivery contains alcoholic merchandise, our delivery driver may ask for appropriate proof of age identification bearing a photograph, date of birth and a holographic mark if they consider that the recipient does not appear to be over the age of 18.

Where the delivery cannot be signed for by a person over the age of 18 or where the delivery driver is not satisfied that the person has been able to provide acceptable proof of age identification then the delivery will not be made, and a card will be left with instructions on how to arrange re-delivery.

General payment provisions

You may also use Café-Ambience gift vouchers as a method of payment online. Please note that if the amount of the voucher(s) that are being redeemed is more than the value of the transaction, the amount that has been overpaid on the vouchers cannot be refunded.

You are entitled to cancel a payment, or have such sums re-credited to your payment card where fraudulent use of your payment card has been made by another person not acting on your behalf.

For payment cards, all credit and debit cardholders and bank/building society account holders respectively are subject to validation checks and authorisation. If the issuer of your payment card or our third-party validation service provider refuses to, or does not for any reason authorise or validate the payment, we will not be liable in these circumstances for any delay or non-delivery in respect of the products which you have ordered as a result.

By providing the relevant information to us, you specifically authorise us to transmit or to obtain information about you from third parties (including credit reference and fraud detection agencies) from time to time, including but not limited to your name, address, telephone number, debit or credit card details, cheque details or credit reports, to authenticate your identity and delivery address for the products, validate your payment card and obtain authorisations for your payments for products.

Errors and shortages

Café-Ambience Ltd may decline to fulfil any order, including bulk purchase of items on promotion, or included in a special offer.

In the event of there being errors or shortages, these should be brought to the attention of Café-Ambience no later than seven days after the delivery.

Whilst we try to ensure that all prices on the website are accurate, errors may sometimes occur. In the event that a product you have ordered is listed at an incorrect price due to a typographical or administrative error, we will notify you of the correct price by telephone or email before despatching your order, asking you to confirm you still wish to proceed with your order at the correct price.

Once we have received your confirmation, we will then despatch your order. If you do not confirm that you wish to proceed with the order within seven days of the date of our price correction email, we will consider this as a withdrawal of your order and we will delete your payment details from our system.

As stated in the "Contract creation and order process" section above, a contract is formed between Café-Ambience Ltd and you when we despatch the goods you have ordered and not before.

For the avoidance of doubt, a contract is not formed at the point in time that payment has been taken from you by Café-Ambience Ltd nor at the point in time that you receive an email from Café-Ambience Ltd following receipt of your order.

Product information

Café-Ambience Ltd has produced product information on this website for the general information of the public. It contains information gathered from various sources and, although we believe it to be accurate at the time of publication, we accept no responsibility for, and make no representation nor gives any warranty or undertaking express or implied as to the accuracy or completeness of the information.

General pricing policy

The offers and promotions that are available in our Café does not necessarily apply to products available on the website and vice versa.

Prices include the prevailing VAT rate and exclude delivery cost unless otherwise stated. If a delivery charge applies to your order you will be notified both during the ordering process online and again in the acknowledgement of order email, we send to you.

Prices, offers and products are subject to availability and may change at any time prior to our despatching your order and taking payment from you.

Offers and promotions which may be made available through the website from time to time may also have specific terms and conditions which apply. You will need to read and accept these before proceeding with the offer or promotion. Only one incentive code can be used per order and incentive codes can't be used in conjunction with any other promotion.

Contract Cancellation under the Distance Selling Regulations

Please note that you are entitled to cancel this contract if you so wish, provided that you exercise your right no longer than 14 days after the day on which you receive the goods or services.

Please note that your right to return products does not apply to goods made to your specification, that have been clearly personalised or which by reason of their nature cannot be returned or are liable to deteriorate or expire rapidly (including all perishable goods such as food).

If you wish to exercise your right of cancellation, you are obliged to retain possession of the goods and take reasonable care of them.

To exercise the right to cancel, you must inform us of your decision to cancel your purchase by a clear statement, including details of your name, address, details of the order you wish to cancel and, where available, your phone number and email address.

Notice of such cancellation may be given by contacting our staff at Café-Ambience Ltd on 01509 324329 between 10am and 4pm Monday to Friday, or by emailing info@cafe-ambience.com.

If you decide to cancel, we will reimburse to you (by the method used to pay for the original transaction) the amount in relation to goods to which cancellation rights apply. This includes the cost of delivery (except for the supplementary costs arising if you choose a type of delivery other than our standard and least expensive method of delivery).

We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you. We will make the reimbursement no later than 14 days after the day we receive back from you any goods supplied.

Alcoholic Merchandise

The website sells products containing intoxicating liquor. For clarity, a drink containing alcohol is classified as intoxicating if it contains more than 0.5% of alcohol by volume (0.5% abv). Vintages, labels, closures and alcohol by volume may vary.

All wines are 75cl and all spirits and liquors 70cl unless otherwise stated.

Pursuant to the Licensing Act 2003 it is an offence for any person under the age of 18 to buy, or attempt to buy, intoxicating liquor subject to a maximum fine of £1,000, or for any person over the age of 18 to buy intoxicating liquor on behalf of any person under the age of 18, subject to a maximum fine on conviction of £5,000.

Pursuant to the Licensing Scotland Act 2005 it is an offence for any person under the age of 18 to buy, or attempt to buy, intoxicating liquor subject to a maximum fine of £200, or for any person over the age of 18 to buy intoxicating liquor on behalf of any person under the age of 18, subject to a maximum fine on conviction of £5,000 and or 3 months imprisonment.

Café-Ambience Ltd is committed to upholding both its legal and social obligations as a retailer of intoxicating liquor. To achieve this, we have a number of control checks throughout the purchase and physical distribution process (eg. requirements for age identification on delivery where the recipient appears to be under the age of 18).

In accepting these Terms and Conditions you agree to provide Café-Ambience Ltd truthful and accurate information and act in accordance with the Licensing Act of 2003 or where applicable the Licensing Scotland Act 2005.

Returns

We've made returns as easy as possible for you. You may return or exchange products, subject to the "cancellation rights" section above, within 28 days of the despatch date.

Products must be returned in their original packaging. If you wish to exercise your right of cancellation, you are obliged to retain possession of the goods and take reasonable care of them. To return products, please return your item(s) to Café-Ambience Ltd, 39A Market Street, Loughborough, LE11 3ER.

If an exchange is required, we will refund the original item(s), giving you the option to buy an alternative.

Refunds

On cancellation or return of products, we will make a refund to you of the full value of the payment made to us, excluding delivery charges, where applicable. A refund of the original delivery charge will be given (if applicable) in the instance of incorrect, damaged or faulty goods or if your order is cancelled within 14 days from the day after which you have received the goods.

Where you paid for products by payment card, refunds will be made by re-crediting your payment card account from which the money was originally debited. Where you paid for products using gift vouchers, refunds will be made in gift vouchers of equivalent value. Where you part-paid for products using gift vouchers and the remainder by payment card, the amount charged to your payment card will be re-credited to your payment card account and the amount paid in gift vouchers refunded by gift vouchers of equivalent value.

All refunds will be made within 30 working days either:

- (where products have not yet been shipped to you) of our confirmation in writing to you that your order has been cancelled; or
- (where products have been shipped to you) of receipt of the returned products by us.

Damaged goods

Please check your delivery as soon as possible after it arrives. In the unlikely event your delivery has arrived damaged please contact Café Ambience Ltd as soon as possible on the same details as the Contract Cancellation.

Liability for products delivered

As a consumer, you have legal rights in relation to goods that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms of Sale will affect these legal rights.

Please note that 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 your computer's display of the colours accurately reflects the colour of the products. Your products may vary slightly from those images.

Vintage

We take every effort to ensure the vintage information is displayed on site as accurately as possible by regularly checking our stock and making updates, however changes can occur at any time as stock is constantly refreshed, which may result in a different vintage being supplied.

Our Liability

Our liability for losses you suffer as a result of us breaching these Terms of Sale is strictly limited to any losses which are a foreseeable consequence of us breaching these Terms of Sale. Losses are foreseeable where they could be contemplated by you and us at the time your order is accepted by us.

Except as expressly provided in these Terms of Sale, we are not responsible for any delay in, or failure of, performance of our obligations under these Terms of Sale arising from any cause beyond our reasonable control including any of the following: act of God, governmental act, war, fire, flood, explosion or civil commotion, failure in information technology or telecommunications services, failure of a third party (including failure to supply data) and industrial action.

We do not exclude or limit in any way our liability for:

- death or personal injury caused by our negligence;
- fraud or fraudulent misrepresentation;
- any terms implied under the Sale of Goods Act 1979 or the Sale of Goods and Services Act 1982;
- any liability arising under the Consumer Protection Act 1987; or
- any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

Except as set out above, we 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; or
- loss of anticipated savings,

provided that this shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the above.

Notices

All notices given by you to us must be given to Café-Ambience Ltd Registered Office, 39A, Market Street, Loughborough or by email to info@cafe-ambience.com. We may give notice to you at either the email or postal address you provide to us when placing an order.

Notice will be deemed received and properly served immediately when posted on this website, 1 (one) working day after an email is sent, or 3 (three) days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.

Miscellaneous

These Terms of Sale set out the whole agreement between us relating to your purchase of products via the website. No statement by any individual employed by us should be understood as a variation of these Terms of Sale or as a representation about the nature, quality or availability of the website or any products made available on the website.

If any provision of these Terms of Sale is found to be unlawful, void, or for any reason unenforceable by a court, then that provision shall be deemed severed from the rest of these Terms of Sale and shall not affect the validity and enforceability of the remaining provisions.

No delay or failure by us to exercise any powers, rights or remedies under these Terms of Sale will operate as a waiver of them, nor will any single or partial exercise of any such powers, rights or remedies preclude any other or further exercise of them.

These Terms of Sale are governed by the laws of England and the courts of England will have exclusive jurisdiction with respect to any dispute arising under or in relation to them.

A person who is not a party to a contract governing the Terms of Sale between you and us is not entitled to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999 except where these Terms of Sale expressly provide for such rights.

You will be subject to the policies and Terms of Sale in force at the time that you order products from us, unless any change to those policies or these Terms of Sale is required to be made by law or governmental authority, or if we notify you of the change to those policies or these Terms of Sale before we take payment from you and despatch your order to you. In the event that there is a change to the policies and/or Terms of Sale, we will notify you of the change by email before despatching your order, asking you to confirm you still wish to proceed with your order.

Once we have received your confirmation, we will then despatch your order. If you do not confirm that you wish to proceed with the order within 7 (seven) days of the date of our email which notifies you of the change, we will consider this as a withdrawal of your order and we will delete your payment details from our system.

Please read the terms of the Privacy Policy above which contains important information about the use of the personal information you provide when using this website.