

TERMS AND CONDITIONS

VINNY LABS LIMITED

Terms and Conditions of Business and Use

Last updated 18th JANUARY 2018

If you want to buy wine from us or use our web site you can only do so on these terms and conditions, and by registering on the web site you are agreeing to be bound by them. Although they are written in small print, we hope you will agree that they are designed to be fair to you and to us. We may change these from time to time by updating this posting. Please note, calls may be monitored and recorded for training purposes.

1. Customer Promise

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1. Stolen Wine and Breakages

1. Stolen Wine - If you give instructions for us to leave your wine outside your house and the wine gets nicked, we will ship you another case free of charge, providing you notify us within 90 days. The replacement case must be signed for on delivery.
2. Breakages - In the event that any of the bottles in your case are damaged, please let us know within 90 days and we will credit your account with the price you paid for the damaged bottles or a proportion of the total case price representing the proportion of the case contents which has been damaged in the event of a case of mixed wines sold with a case discount.

2. If you have any queries regarding delivery please contact us at

hello@wearevinny.co.uk

3. 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.

4. Claiming under our customer promise - If you need to claim under our customer promise, then call us on or notify us by email on

hello@wearevinny.co.uk

5. Customer satisfaction - If you are dissatisfied with our performance in any way, please contact our customer services department immediately on

At Vinny Labs, we aim to deal with all enquiries fairly, confidentially and quickly. We will acknowledge your contact within 24 hours. We try to resolve most issues immediately, but where this is not possible, we will keep you informed about progress until a satisfactory resolution has been achieved. We are continually improving our service, but if you have any particular ideas or suggestions about how we can improve, please send them to: hello@wearevinny.co.uk

5. Right To Terminate - This Customer Promise is here for the good of all of our customers. If we feel that it has been abused, we reserve the right to close your account, by inactivating it, once we have met our obligations under this promise. If we do inactivate your account, and you choose to make another purchase, whether through that account or any other, then our obligation to you for any claim will be limited to your statutory rights and we will not be bound to deliver our full Customer Promise.

3. Prices and payment

1. All prices are quoted in pounds sterling, and may be per bottle or per case, as marked. The prices include Value Added Tax, unless otherwise specified. Any delivery charges are additional.
2. We accept payment by Visa, MasterCard, Amex and PayPal and, for single, non-recurring purchases, we also accept Maestro.
3. Where you enter into an agreement to be supplied with a regular delivery of wine or to make regular payments to your account, you agree to us holding your payment details and charging your registered payment method as agreed. You also agree to us requesting updated details from your payment provider should the details of your payment method change and to charge the updated payment method in the same way as the original payment method. We reserve the right to take payment from another registered payment card if your default payment method has expired. This in no way restricts your rights to cancel as detailed under "Cancellations" below.
4. We reserve the right to terminate any special offer at any time, without notice.

4. Age restriction

1. We won't sell wine to anyone who isn't 18 years old or over. Sorry, but that's the law. When you register your details you will be required to enter a valid date of birth to confirm you are 18 years old or older. By placing an order you also confirm that you are at least 18 years old.
2. If you are buying a case of wine as a gift - the recipient must also be over 18 years old.
3. If our couriers are in any doubt about the age of the recipient on delivery, they will request some form of ID. If the person receiving the wine is unable to produce appropriate ID, unfortunately our couriers will be unable to leave the wine.
4. Sorry to have to state the obvious, but 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 (Clause 1d).

5. Security

1. If you are nervous about shopping on the web, don't be. We use secure servers with state-of-the-art encryption and secure sockets 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.
2. To make sure that you don't have to worry, we will make good any losses suffered by you and charged to you by your credit card company, up to a maximum of £1,000 through the unlawful use by a third party of your credit card or credit card information directly as a result of your use of our web site.

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

6. Warranties

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

7. Limitation of liability

1. Nothing in these Terms and Conditions shall exclude Viiny Labs Ltd's, liability for personal injury or death caused by its negligence.
2. We will not be liable for any loss or damage caused by us or our employees or agents in circumstances where:
 1. loss or damage was not foreseeable to both parties when the contract was formed;
 2. loss or damage was not caused by any breach on the part of the supplier;
 3. loss or damage relates to business and/or non-consumers.
3. Subject to Clause 10a we will not be liable for loss or damage caused by the customer handling the wine. In particular we will not be liable for spillages or breakages.
4. Customers should also be aware of the following inherent risks and warnings:
 1. Alcohol should be consumed in moderation.
 2. A case of wine is heavy so extra care should be taken when lifting it. If you are concerned about the weight we advise that you transfer the bottles 1 or 2 at a time.
 3. Red wine in particular may cause staining if spilt so extra care should be taken.
 4. Sparkling wines and champagnes can be volatile due to the build up of gasses extra care should be taken when opening these.

8. General

1. We shall not be liable for any delay in delivering your wine if that delay or failure is caused by circumstances beyond our control such as, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, fire, flood, storm or Act of God, failure of ISP or telecommunications provider in connection with the performance of this Agreement.
2. Vinny Labs may change or add to these terms and conditions for security, legal or regulatory reasons. We will not use this right to vary the terms of any special offer that applies to you.
3. Order acceptance and the completion of the contract between you and us will take place on the despatch to you of the products ordered unless we have notified you that we do not accept your order for whatever reason or you have cancelled it. Title will pass on delivery of the products, provided that we have processed and received payment in full for the products.
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:

Vinny Labs Ltd: Tel: 0203 4880 190 Email: hello@wearevinny.co.uk