

## **TERMS OF WEBSITE USE**

### **PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE**

This terms of use document (together with the documents referred to in it) tells you the rules for using our website, [www.trevibbanmill.com](http://www.trevibbanmill.com) ("our site"), whether as a guest or as a registered user. Use of our site includes accessing, browsing, or registering to use our site.

Please read these terms of use carefully before you start to use our site, as these terms will apply to your use of our site. We recommend that you print a copy of this document for future reference. By using our site, you confirm that you accept these terms of use and that you agree to comply with them.

If you do not agree to these terms of use, you must not use our site.

### **Changes to Our Site**

We may update our site from time to time, and may change the content at any time. However, please note that any of the content on our site may be out of date at any given time, and we are under no obligation to update it.

We do not guarantee that our site, or any content on it, will be free from errors or omissions.

### **Accessing Our Site**

Our site is made available free of charge.

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. Access to our site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our site without notice. We will not be liable to you if for any reason our site is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to our site.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

Our site is directed to people residing in the United Kingdom. We do not represent that content available on or through our site is appropriate for use or available in other locations.

### **Intellectual Property Rights**

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

### **No Reliance on Information**

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up-to-date.

### **Limitation of Our Liability**

Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our site or any content on it, whether express or implied.

We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, our site; or
- use of or reliance on any content displayed on our site.

If you are a business user, please note that in particular, we will not be liable for:

- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

If you are a consumer user, please note that we only provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any content on it, or on any website linked to it.

We assume no responsibility for the content of websites linked on our site. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any goods by use to you.

## **Viruses**

We do not guarantee that our site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform in order to access our site. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

## **Guided Tours, Wine Tastings & Table Bookings: Cancellations Policy**

### **GRAND WALKING TOUR BOOKINGS**

We no longer run Grand Walking Tours, if you have a valid voucher which was intended for the Grand Walking Tours there will still be a monetary value and can be redeemed against any of the below or for shop purchases.

### **GUIDED TOUR BOOKINGS (WINE & CIDER)**

Any changes to your existing booking must be given in writing via email with **2 weeks notice**. We are unable to make changes to your booking over the phone. In the event of cancellation, reservations are non-refundable however, with **2 weeks notice** we can reschedule your booking **once** only within 3 months.

### **WINE TASTING BOOKINGS**

Any changes to your existing booking must be given in writing via email with **36 hours notice**. We are unable to make changes to your booking over the phone. In the event of cancellation, reservations are non-refundable however, with **36 hours notice** we can reschedule your booking **once** only within 3 months.

### **TABLE BOOKINGS**

Any changes to your existing booking must be given in writing via email with **36 hours notice**. We are unable to make changes to your booking over the phone. In the event of cancellation, reservations are non-refundable however, with **36 hours notice** we can reschedule your booking **once** only within 3 months.

## **Private Event Bookings: Deposits & Cancellations Policy**

On confirming your Private Event, we require a 50% deposit of the amount agreed to be paid at the time of booking to secure your booking. The remaining 50% is to be paid 3 months prior to the event date.

Any significant changes to your event must be given in writing via email with **4 weeks notice**. If party size decreases we will not be able to offer a refund on the agreed amount. If the party size increases we will charge accordingly. We are unable to finalise any changes over the phone. In the event of cancellation, Private Event bookings are non-refundable and you will lose the deposit you have paid to date.

## **Our Products**

All items are subject to availability. We will inform you as soon as possible if the goods you have ordered are not available. Products and packaging are subject to change or substitution without prior notice. Every effort will be made to dispatch the items specified.

## **Vouchers**

Are non-refundable and non-transferable.

## **Delivery**

To dispatch web orders we use ParcelForce and Royal Mail depending on the weight of the parcel. Both on a '24 hour service' however we cannot guarantee the specific delivery day as it is out of our control. Please email us in advance of ordering if you require a specific delivery date.

Parcel Force/Royal Mail may require a signature on delivery, if you are unlikely to be home you might prefer to use your work address. Alternatively, you might be carded leading to possible delays or, in the worst case, having to collect from your nearest depot. In the unlikely event that delivery is delayed, due to no fault of our own, we cannot accept responsibility.

2.2 In respect of UK deliveries, if there is no-one present at the address then:

2.2.1 Parcelforce/Royal Mail may at its discretion attempt to deliver the Consignment to an alternative address being either:

(i) a neighbouring address; or

(ii) a local Post Office branch, where it can be collected during the next 16 days; and

2.2.2 if the Consignment is delivered to an alternative address, a Customer Contact Card will be left at the specified address which has been completed with sufficient details to enable the Recipient to recover the Consignment; and

2.2.3 the Customer agrees that such delivery shall constitute delivery to the address specified as the delivery address on the Consignment.

2.3 Parcelforce/Royal Mail does not undertake to intercept a Consignment in transit before delivery has been attempted.

2.4 Parcelforce/Royal Mail shall not be liable in respect of any Consignment delivered to the delivery address or other address specified by the Recipient, where any person misrepresents his authority to receive the Consignment on the Recipient's or Customer's behalf; or where

Parcelforce is delivering it in accordance with instructions from, or purporting to be from the Recipient or the Customer.

2.5 When delivering a Consignment, if the particular Service provides for it, Parcelforce/Royal Mail will request the person who accepts delivery (not necessarily the Recipient in person) to sign an acknowledgement of receipt, which may include signature by electronic means.

2.6 Copies of the receipt referred to in 2.5 above, shall be available (subject to data protection requirements) for a period of six months from the date of delivery, upon payment of the relevant charges as published by Parcelforce/Royal Mail from time to time at [www.parcelforce.com](http://www.parcelforce.com).

2.7 PO Box addresses are not acceptable as delivery addresses for any of the Services, unless designated as such at [www.parcelforce.com](http://www.parcelforce.com)

### **Use of this Website from outside the UK**

We are able to deliver to outside of the UK, please email us. **[THINK WE SHOULD CHANGE THIS?]**

### **Cancellation Policy on Wine, Cider and other items**

We operate a policy for cancellation to allow you a cooling off period after placing your order. In accordance with the Distance Selling Directive (2000) you may cancel your order at any time without reason within 7 working days of delivery.

You may cancel your order, for any reason provided: -

You, or the recipient notifies us of your cancellation in writing/ e-mail to the address on our "contact us" page within seven working days of delivery.

The goods remain unused and the packages or boxes remain unopened. You or the recipient retain and take reasonable care of the goods until you return them.

You return packaged item(s) to us to the address on the "contact us" page.

Please be aware that you will be liable for the original and any postage/carrier costs incurred as a result of returning items to us and you should ensure that you obtain proof of postage as you send it back. A refund can only be provided for items received back by us in perfect condition.

### **Claims**

Claims for breakages or other damage must be made to the carrier at time of receipt and followed up in writing or by email to Trevibban Mill Ltd within three days of receipt.

We are unfortunately unable to offer refunds on orders if we have not been notified within this time period.

### **Privacy Policy**

This privacy policy sets out how Trevibban Mill uses and protects any information that you give Trevibban Mill when you use this website. Trevibban Mill is committed to ensuring that your privacy is protected. Should we ask you to provide certain information by which you can be identified when using the website, then you can be assured that it will only be used in accordance with this privacy statement. Trevibban Mill may change this policy from time to

time by updating this page. Please check this page from time to time to ensure that you are happy with any changes.

### **What we collect**

We may collect the following information:

- name
- contact information including email address
- demographic information such as postcode.

### **Links to other websites**

Our website may contain links to other websites of interest. However, once you have used these links to leave our site, you should note that we do not have any control over that other website. Therefore, we cannot be responsible for the protection and privacy of any information which you provide whilst visiting such sites.

### **Controlling your personal information**

You may choose to restrict the collection or use of your personal information in the following ways:

- whenever you are asked to fill in a form on the website, look for the box that you can click to indicate that you do not want the information to be used by anybody for direct marketing purposes
- if you have previously agreed to us using your personal information for direct marketing purposes, you may change your mind at any time by writing to or emailing us at [admin@trevibbanmill.com](mailto:admin@trevibbanmill.com)

We will not sell, distribute or lease your personal information to third parties.

You may request details of personal information which we hold about you under the Data Protection Act 1998. A small fee will be payable. If you would like a copy of the information held on you please write to Trevibban Mill Ltd. If you believe that any information we are holding on you is incorrect or incomplete, please write to or email us as soon as possible, at the above address. We will promptly correct any information found to be incorrect.

### **How we use cookies**

A cookie is a small file which asks permission to be placed on your computer's hard drive. Once you agree, the file is added and the cookie helps analyse web traffic or lets you know when you visit a particular site. Cookies allow web applications to respond to you as an individual. The web application can tailor its operations to your needs, likes and dislikes by gathering and remembering information about your preferences.

We use traffic log cookies to identify which pages are being used. This helps us analyse data about web page traffic and improve our website in order to tailor it to customer needs. We only use this information for statistical analysis purposes and then the data is removed from the system.

Overall, cookies help us provide you with a better website, by enabling us to monitor which pages you find useful and which you do not. A cookie in no way gives us access to your computer or any information about you, other than the data you choose to share with us. You can choose to accept or decline cookies. Most web browsers automatically accept cookies, but

you can usually modify your browser setting to decline cookies if you prefer. This may prevent you from taking full advantage of the website.

### **Use of our Website**

The unauthorised modification (including deleting from or adding to) of this website is strictly prohibited. We cannot be held responsible for the content of any other website to which we publish a link. Trevibban Mill Ltd makes every effort to ensure that this website is free from viruses and defects. We cannot, however, guarantee that your use of this website will not cause damage to your PC. We cannot accept responsibility for any loss or damage which may arise as a result of using this website. This website may only be used for lawful purposes and in a manner, which does not infringe the rights or restrict the use of the website by any third party. Any unauthorised attempt to disrupt the service provided by this website is strictly prohibited.

### **Applicable Law**

If you are a consumer, please note that these terms of use, its subject matter and its formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these terms of use, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

### **Trade Marks**

TREVIBBAN MILL is a trade mark of TREVIBBAN MILL Limited.

### **Contact Us**

To contact us, please visit our [\*\*Contact Us page\*\*](#).