

TERMS & CONDITIONS

These Terms will apply to any contract between us for the sale of Goods and/or Tours to you (**Contract**). By ordering any Goods and/or Tours through our site, you agree to be bound by these Terms which will form part of a legally binding agreement between us. If you refuse to accept these Terms, you will not be able to order any Goods and/or Tours through our site.

Our site is intended for use by you only if you are of legal drinking age and permitted by law to purchase alcohol in the UK. Alcohol can only be purchased by, and for, individuals aged 18 and over in the UK. If you do not fall within this category, you should leave our site.

We amend these Terms from time to time as set out in condition 5. Every time you wish to order Goods and/or purchase Tours, please check these Terms to ensure that you understand the terms which will apply at that time. If you think that there is a mistake in these Terms or that they require any changes, please email us at info@towthorpe.com to discuss.

These Terms, and any Contract between us, are only in the English language. No other languages will apply to this Contract.

1. INFORMATION ABOUT US AND HOW TO CONTACT US

Who we are: We operate the website www.towthorpe.com. We are Towthorpe Limited a company registered in England and Wales. Our company registration number is 16477000 and our registered office is at Heritage House, Murton Way, Osbaldwick, York, North Yorkshire, YO19 5UW.

How to contact us. You can contact us by email at info@towthorpe.com.

How we may contact you. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

“Writing” includes emails. When we use the words “writing” or “written” in these Terms, this includes emails.

Use of the singular shall include the plural and vice versa.

2. OUR PRODUCTS

Goods may vary slightly from their pictures. The images of the Goods on our site are for illustrative purposes only. Your Goods may vary slightly from those images.

Goods packaging may vary. The packaging of the Goods may vary from that shown on images on our site.

3. USE OF OUR SITE

Your use of our site is governed by these terms and conditions as well as the following policies: Privacy Policy. Please take the time to read these, as they include important terms which apply to you.

4. HOW WE MAY USE YOUR PERSONAL INFORMATION

We only use your personal information in accordance with our Privacy Policy. Please take the time to read our Privacy Policy, as it includes important terms which apply to you.

5. OUR RIGHT TO VARY THESE TERMS

We amend these Terms from time to time. Every time you order Goods and/or Tours from us via our site, the Terms in force at the time of your order will apply to the Contract between you and us.

If we have to revise these Terms as they apply to your order, we will contact you to give you reasonable notice of the changes and let you know how to cancel the Contract if you are not happy with the changes. You may cancel either in respect of all of the affected Goods or just the Goods you have yet to receive. If you opt to cancel, you will have to return (at our cost) any relevant Goods that you have received and we will arrange a full refund of the price that you have paid, including any delivery charges.

6. AGE RESTRICTIONS FOR THE PURCHASE OF ALCOHOLIC GOODS AND TOURS

The purchase of alcoholic Goods made available on our site is subject to age requirements specified by law. Alcohol can only be purchased by, and for, individuals aged 18 and over in the UK. We are not permitted by law to supply these Goods to individuals who do not satisfy these age requirements and, if you are underage (or, if different, the intended recipient of the alcoholic Goods is underage), you must not attempt to order these Goods through our site.

By placing an order for alcoholic Goods through our site you confirm that you (and, if different, the recipient of the alcoholic Goods) satisfy the age requirements necessary to buy such Goods.

The purchase of Tours made available on our site is subject to age requirements. Tours can only be purchased by, and for, individuals aged 18 and over in the UK. If you are underage (or, if different, any of the intended Tour attendees is underage), you must not attempt to order any Tours through our site. By placing an order for a Tour through our site you confirm that you (and, if different, any of the intended Experience attendees) satisfy the age requirements necessary to buy such Tours.

7. OUR CONTRACT WITH YOU

All orders that you place on our site for the Goods and/or Tours will be subject to acceptance in accordance with these Terms.

How to place an order.

Our shopping pages will guide you through the steps you need to take to place an order with us via our site. Our order process allows you to check and amend any errors before submitting your order to us. Please take the time to read and check your order at each page of the order process.

When you place your order at the end of the online checkout process (e.g. when you click on the ['pay now'] button), you will receive an email from us acknowledging that we have received your order. However, please note that this does not mean that your order has been accepted. If you have ordered Goods, our acceptance of your order will take place as described in condition 2.3. If you have ordered a Tour, our acceptance of your order will take place as described in condition 8.1.

We will confirm acceptance to you by sending you an email that confirms that the Goods have been dispatched (**Dispatch Confirmation**). The Contract between us will only be formed when we send you the Dispatch Confirmation.

The Contract will relate only to those Goods confirmed in the Dispatch Confirmation. We will not be obliged to supply any other Goods which may have been part of your order until we confirmed acceptance of the order of those Goods in the Dispatch Confirmation.

If we cannot accept your order. We will inform you of this in writing and will not charge you for the Goods. This might be because:

- the Goods are out of stock; or
- we cannot authorise your payment; or
- we have identified an error in the price or description of the Goods; or
- we are not permitted to sell the Goods to you; or
- we are unable to meet a delivery deadline you have specified.

Subject to availability. All orders for Goods are subject to availability. We will inform you as soon as possible if any Goods you have ordered are not available and will not process your order for those Goods.

Our right to make changes to the Goods. We may change the Goods to reflect changes in relevant laws and regulatory requirements. If we change the Goods as they

apply to your order, we will notify you and you may then contact us on info@towthorpe.com to end the Contract and receive a full refund before the changes take effect.

Your order number. We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

8. TOURS

We will confirm acceptance of any Tour ordered by you by sending you:

- an email that confirms that the Tour has been booked (**Booking Confirmation**); or
- an email that confirms that the purchase of a voucher for an Experience (**Voucher**) has been successful (**Voucher Purchase Confirmation**).

The Contract between us will only be formed when we send you the Booking Confirmation and/or the Voucher Purchase Confirmation. We will not be obliged to provide you with access to any Tour(s) which may have been part of an order until we confirmed acceptance of the order of the Tour(s) in the Booking Confirmation and/or Voucher Purchase Confirmation.

Any Voucher will be valid for one year from the date of the Voucher Purchase Confirmation and cannot be resold or exchanged for any monetary value. To redeem any Voucher and arrange a Tour, the holder should contact us in accordance with condition 2. or alternatively, redeem any Voucher on our site at: www.towthorpe.com.

If we cannot accept your order. If we are unable to accept your order, we will inform you of this in writing and we will not charge you for the Tour(s).

All Tours are subject to availability and may be varied or cancelled at any time. In the event that we cancel any Tour in its entirety, you will be entitled to a full refund for the purchase price of the Tour and our liability will be limited in accordance with condition 16.

We operate a strict Challenge 25 policy and if our staff suspect that any Experience visitor who wishes to consume alcohol is under the age of 25, that visitor will be asked to produce photo ID. In the event that any visitor cannot produce photo ID when requested, such visitor will not be served and may be asked to leave the premises.

All Tour visitors entering the premises must inform a member of staff of any relevant allergies which they have and no allergen containing materials may be brought into the premises without our express consent.

If you cancel a booking less than 14 days before the scheduled Tour or do not arrive for a scheduled Tour, such booking cannot be exchanged or refunded unless at the discretion of the Yorkshire Heart Limited management.

Provided you give us 14 days prior notice before a scheduled Tour you may rearrange or cancel an Tour. In respect of Tours which are scheduled to take place less than 14 days from the date of the Booking Confirmation such tours can be rearranged or cancelled and refunded only at the discretion of the Yorkshire Heart Limited management. Should you need to rearrange or cancel any Tour please contact us in accordance with condition 2. Any refunds will be processed in accordance condition 14.4.

We reserve the right to vary or withdraw the Tours on the website without any prior notice.

We reserve the right to withdraw any Tour visitors from any Tour if they present a safety concern, for whatever reason.

9. PRICE AND PAYMENT

Where to find the price for the Goods and/or Tours. The price of the Goods and/or Tours (which include VAT) will be the price indicated on the order pages when you placed your order. We will use our best efforts to ensure that the price of the Goods and/or Tours advised to you are correct. However please see condition 4 for what happens if we discover an error in the price of the Goods and/or Tours that you order.

We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we supply the Goods and/or Tours, we will adjust the rate of VAT that you pay, unless you have already paid for the Goods and/or Tours in full before the change in the rate of VAT takes effect.

Delivery charges. The prices of the Goods do not include delivery charges. Our delivery charges are as advised to you during the check-out process before you confirm your order. To check relevant delivery charges, please refer to our Delivery Charges.

What happens if we got the price wrong. It is always possible that, despite our best efforts, some of the Goods and/or Tours we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the Goods' and/or Tours' correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the Goods' correct price and/or Tours' correct price at your order date is higher than the price stated, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the Contract, refund you any sums that you have paid and require the return of any Goods provided to you.

10. HOW TO PAY

How you must pay. Payment for all Goods and/or Tours must be made by credit or debit card. We accept payment with those credit and debit cards set out on the order pages on our site. All card payments are subject to authorisation by your card issuer.

When you must pay. Payment for the Tours and/or Goods and all applicable delivery charges is in advance. We will not charge your credit or debit card until we dispatch your order and in the case of Tours, until we provide you with Booking Confirmation and/or Voucher Purchase Confirmation.

11. DELIVERY OF THE GOODS

When we will deliver the Goods. We will contact you with an estimated delivery date, which will be within 30 days after the date of the Dispatch Confirmation.

We are not responsible for delays outside our control. If our supply of the Goods is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this, we will not be liable for delays caused by the event, but if there is a risk of delay lasting more than 14 days you may contact us to end the Contract and receive a refund for any Goods you have paid for but not received.

We do deliver to addresses outside the UK mainland (England, Wales and Scotland excluding, Scottish Highlands) including for example, Northern Ireland, the Isle of Man and the Isle of Wight, and remote destinations such as the Scottish Highlands; however, these destinations shall be subject to a bespoke delivery charge which we will confirm to you.

If you are not at home when the Goods are delivered. If no one is available at your address to take delivery, we will contact you informing you of how to rearrange delivery or collect the Goods from a delivery depot but a redelivery shall be subject to additional fee.

If you do not re-arrange delivery. If you do not collect the Goods from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from a local delivery depot we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the Contract by notifying you in writing.

Your legal rights if we deliver late. You have legal rights if we deliver any Goods late. If we miss the delivery deadline for any Goods then you may treat the Contract as at an end straight away if any of the following apply:

- we have refused to deliver the Goods;
- delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or
- you told us before we accepted your order that delivery within the delivery deadline was essential.

Setting a new deadline for delivery. If you do not wish to treat the Contract as at an end straight away, or do not have the right to do so under condition 6, you can give us a new deadline for delivery, which must be reasonable, and you can treat the Contract as at an end if we do not meet the new deadline.

Ending the Contract for late delivery. If you do choose to treat the Contract as at an end for late delivery under condition 6 or condition 11.7, you can cancel your order for any of the Goods or reject Goods that have been delivered. If you wish, you can reject or cancel the order for some of those Goods (not all of them), unless splitting them up would significantly reduce their value. After that we will refund any sums you have paid to us for the cancelled Goods and their delivery. If the Goods have been delivered to you, you must either return them in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection. Please email us at info@towthorpe.com for a return label. Please see our Returns Policy for our returns address.

When you become responsible for the Goods. The Goods will be your responsibility from the time we deliver the Goods to the address you gave us or you (or a carrier organised by you) collect it from us.

When you own the Goods. You own the Goods once we have received payment in full, including all applicable delivery charges.

12. RETURNS

The basis and terms on which you may return Goods to us is as set out in our Returns Policy.

13. YOUR RIGHTS TO END THE CONTRACT

You can always end your Contract with us. Your rights when you end the Contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the Contract:

- **If what you have bought is faulty or misdescribed you may have a legal right to end the Contract**(or to get the Goods replaced or to get some or all of your money back), see condition 15;
- **If you want to end the Contract because of something we have done or have told you we are going to do**, see condition 2;
- **If you have just changed your mind about the Goods and/or Tours**, see condition 3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any Goods.

Ending the Contract because of something we have done or are going to do. If you are ending a Contract for a reason set out at conditions 2.1 to 13.2.4 below the Contract will end immediately and we will refund you in full for any Goods and/or Tours which have not been provided. The reasons are:

- we have told you about an upcoming change to the Goods and/or Tours or these Terms which you do not agree to;
- we have told you about an error in the price or description of the Goods and/or Tours that you have ordered and you do not wish to proceed;
- there is a risk that supply of the Goods may be delayed by more than 14 days because of events outside our control; or
- you have a legal right to end the Contract because of something we have done wrong (including because we have delivered late (see condition 6)).

Exercising your right to change your mind (Consumer Contracts Regulations 2013).

For most goods bought online you have a legal right to change your mind within 14 days of receiving the goods and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these Terms.

When you don't have the right to change your mind. You do not have a right to change your mind in respect of Goods sealed for health protection or hygiene purposes, once these have been unsealed after you receive them (e.g. sealed alcoholic goods).

How long do I have to change my mind? You have 14 days after the day you (or someone you nominate) receives:

- the Booking Confirmation;and/or

- the Voucher Purchase Confirmation; and/or
- the Goods; unless:
 - your Goods are split into several deliveries over different days. In this case you have until 14 days after the day you (or someone you nominate) receives the last delivery to change your mind about the Goods; or
 - your Goods are for regular delivery over a set period. In this case you have until 14 days after the day you (or someone you nominate) receives the first delivery of the Goods.

14. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)

Tell us you want to end the Contract. To end the Contract with us, please let us know by **email** info@towthorpe.com. Please provide your name, home address, details of the order and, where available, your phone number and email address.

Returning Goods after ending the Contract. If you end the Contract for any reason after the Goods have been dispatched to you or you have received them, you must return them to us without undue delay and in any event not later than 14 days after the day on which you let us know that you wish to cancel the Contract. You must either return the Goods in person to where you bought them or post them back to us or allow us to collect them from you. Please email us at info@towthorpe.com for a return label. Please see our Returns Policy for our returns address.

When we will pay the costs of return. We will pay the costs of return:

- if the Goods are faulty or misdescribed; or
- if you are ending the Contract because we have told you of an upcoming change to the Goods or these Terms, an error in pricing or description, a delay in delivery due to events outside our control, or because you have a legal right to do so as a result of something we have done wrong. In all other circumstances (including where you are exercising your right to change your mind) you must pay the costs of return.

How we will refund you. We will refund you the price you paid for the Tours and/or Goods (including delivery costs), by the method you used for payment. However, we may make deductions from the price, as described below.

Deductions from refunds. If you are exercising your right to change your mind:

- We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the Goods, if this has been caused by your handling

them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the Goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.

- The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of Goods within 3-5 days at one cost but you choose to have the Goods delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.

When your refund will be made. We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then:

- If we have not offered to collect the Goods, your refund will be made within 14 days from the day on which we receive the Goods back from you or, if earlier, the day on which you provide us with evidence that you have sent the Goods back to us. For information about how to return Goods to us, see condition 2.
- In all other cases, your refund will be made within 14 days of your telling us you have changed your mind.

15. IF THERE IS A PROBLEM WITH THE GOODS AND/OR TOURS

How to tell us about problems. If you have any questions or complaints about the Goods and/or Tours, please contact us in accordance with condition 2.

Summary of your legal rights. We are under a legal duty to supply Goods that are in conformity with this Contract. See the below for a summary of your key legal rights in relation to the Goods. Nothing in these Terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.citizensadvice.org.uk or call 03454 04 05 06.

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that within 14 days of receiving your Goods, in most cases, you can change your mind and get a full refund.

The Consumer Rights Act 2015 says that Goods must be as described, fit for purpose and of satisfactory quality. During the expected life of your product you're entitled to the following:

- Up to 30 days: if your item is faulty, then you can get a refund.

- Up to six months: if your faulty item can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- Up to six years: if the item can be expected to last up to six years you may be entitled to a repair or replacement, or, if that doesn't work, some of your money back.

The information above summarises your key rights. It is not intended to replace these Terms which you should read carefully.

Your obligation to return rejected Goods. If you wish to exercise your legal rights to reject Goods you must return the rejected Goods in accordance with conditions 2 and 14.4.

16. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this Contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- **We are not liable for business losses.** We only supply the Goods and/or Tours for domestic and private use. If you use the Goods for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation, for breach of your legal rights in relation to the Goods and for defective Goods under the Consumer Protection Act 1987.

17. OTHER IMPORTANT TERMS

We may transfer this agreement to someone else. We may transfer our rights and obligations under these Terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the Contract. If you are unhappy with the transfer you may contact us to end the Contract within seven days of us telling you about it and we will refund you any payments you have made in advance for Goods not provided.

You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee). You may only transfer your rights or your obligations under these Terms to another person if we agree to this in writing.

Nobody else has any rights under this Contract (except someone you pass your guarantee on to). This Contract is between you and us. No other person shall have any rights to enforce any of its Terms. Neither of us will need to get the agreement of any other person in order to end the Contract or make any changes to these terms.

If a court finds part of this Contract illegal, the rest will continue in force. Each of the conditions of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

Even if we delay in enforcing this Contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this Contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

Which laws apply to this Contract and where you may bring legal proceedings.

These terms are governed by English law and you can bring legal proceedings in respect of the Goods in the English courts. If you live in Scotland you can bring legal proceedings in respect of the Goods in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the Goods in either the Northern Irish or the English courts.

We hold public liability insurance.

--