



Dr Grape
Taste of Portugal

Dr Grape Ltd: Terms & Conditions

DRGRAPE.CO.UK IS OPERATED BY DR GRAPE LTD (COMPANY REG. NUMBER: 12763908). THESE TERMS AND CONDITIONS WERE LAST UPDATED 23RD MAY 2022.

This page tells you information about us and the legal terms and conditions (Terms) on which we sell any of the Product(s) (Product(s)) listed on our website (our site) to you.

These Terms will apply to any contract between us for the sale of Product(s) to you (Contract). Please read these Terms carefully and make sure that you understand them, before ordering any Product(s) from our site. Please note that before placing an order you will be asked to agree to these Terms. If you refuse to accept these Terms, you will not be able to order any Product(s) from our site.

You should print a copy of these Terms or save them to your computer for future reference. We amend these Terms from time to time as set out in clause 8. Every time you wish to order Product(s), please check these Terms to ensure you understand the terms which will apply at that time.

These Terms, and any Contract between us, are only in the English language.

1. INFORMATION ABOUT US

1.1 We operate the website drgrape.co.uk. We are Dr Grape Ltd, a company registered in England and Wales under company number 12763908 and with our registered office at Oakdale, Farley, Much Wenlock. England. TF13 6NX. Our VAT number is 367 8116 69.

1.2 Contacting us if you are a consumer:

(a) To cancel a Contract in accordance with your legal right to do so as set out in clause 9, you just need to let us know that you have decided to cancel. This should be done by emailing our customer service team at info@drgrape.co.uk . If you use this method we will email you to confirm we have received your cancellation. Or contact our Customer Services team by using the chat functionality on the www.drgrape.co.uk website. If you are emailing us, kindly include details of your order to help us to identify it. If you send us your cancellation notice by email then your cancellation is effective from the date you send us the email.

(b) If you wish to contact us for any other reason, including because you have any complaints, you can contact us by emailing us at info@drgrape.co.uk or by using the chat functionality on the

www.drgrape.co.uk website. We will respond back to you and aim to provide an excellent customer experience at all times.

(c) If we have to contact you or give you notice in writing, we will do so by email or by phone call to the number you provide to us in your order.

(d) Please note that we are not able to refund shipping costs on orders that have/or are in the process of being shipped. This means that due to our standard 'next day delivery service' cancellations for unshipped orders must be made within 30 minutes of placing your order.

1.3 Contacting us if you are a business. You may contact us by emailing us at info@drgrape.co.uk.

2. OUR PRODUCT(S)

2.1 The images of the Product(s) on our site 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 Product(s). Your Product(s) may vary slightly from those images.

2.2 The packaging of the Product(s) may vary from that shown on images on our site.

3. USE OF OUR SITE

Your use of our site is governed by our Terms of website use and Website Acceptable Use Policy. Please take the time to read these, as they include important terms which apply to you.

4. HOW WE USE YOUR PERSONAL INFORMATION

4.1 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.

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

4.3 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 Product(s) to you, e.g. our delivery carrier.

4.4 We will use information about you to make marketing offers via email, telephone and mail based on your Product(s) preferences from time to time.

4.5 If you opt-out from receiving our marketing communications or from approved third parties, you will only be contacted by us regarding service issues including, but not exclusively, order confirmation and delivery confirmation, significant changes to terms and conditions and informational, non-marketing emails.

4.6 Phone calls received and made by us may be monitored or recorded for training and quality purposes. If you have any questions regarding our privacy policy, please email us at info@drgrape.co.uk.

4.7 You acknowledge and agree to be bound by the terms of our privacy policy as set out in this clause 13.

5. IF YOU ARE A CONSUMER

This clause 5 only applies if you are a consumer.

5.1 If you are a consumer, you may only purchase Product(s) from our site if you are at least 18 years old.

5.2 If you are buying any Alcoholic Product(s) as a gift the recipient must also be over 18 years old.

5.3 If our carriers are in any doubt about the age of the recipient on delivery, they may request some form of ID. If the person receiving the Product(s) is unable to produce appropriate ID, unfortunately our carrier will be unable to leave the Product(s) with you.

6. IF YOU ARE A BUSINESS CUSTOMER

This clause 6 only applies if you are a business.

6.1 If you are not a consumer, you confirm that you have authority to bind any business on whose behalf you use our site to purchase Product(s).

6.2 These Terms together with our current Privacy, Cookie, Returns and Cancellation Policy and website prices constitutes the entire agreement between you and us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.

6.3 You acknowledge that in entering into this Contract you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms or any document expressly referred to in them.

6.4 You and we agree that neither of us shall have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract.

7. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

7.1 Our shopping pages will guide you through the steps you need to take to place an order with us. 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 stage of the order process.

7.2 After you place an order and make payment in full, you will receive an email from us acknowledging that we have received your order and payment. However, please note that this does not mean that your order has been accepted.

7.3 We reserve the right to cancel your order at any time and for any reason up until the point of delivery.

7.4 If we are unable to supply you with a Product, for example because that Product(s) is not in stock or no longer available or because we cannot meet your requested delivery date or because of an error in the price on our site as referred to in clause 11.5, we will inform you of this by email and we will not process your order. If you have already paid for the Product(s), we will refund you the full amount including any delivery costs charged as soon as possible. Where possible we will make you aware of any issues in a timely manner, however this is not always possible and we will not be held liable for any distress caused.

8. OUR RIGHT TO VARY THESE TERMS

8.1 We amend these Terms from time to time. Please look at the top of this page to see when these Terms were last updated and which Terms were changed.

8.2 Every time you order Product(s) from us, the Terms in force at the time of your order will apply to the Contract between you and us.

8.3 We may revise these Terms as they apply to your order from time to time to reflect the following circumstances:

(a) changes in relevant laws and regulatory requirements; and/ or

(b) circumstances affecting us

8.4 If we have to revise these Terms as they apply to your order, we will contact you to give you reasonable advance 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 the affected Product(s) or just the Product(s) you have yet to receive. If you opt to cancel, you will have to return (at our cost) any relevant Product(s) you have already received and we will arrange a full refund of the price you have paid, including any delivery charges.

9. YOUR CONSUMER RIGHT OF RETURN AND REFUND

This clause 9 only applies if you are a consumer.

Please refer to our separate Return & Refund Policy here [Return & Refund Policy | Dr Grape](#)

10. DELIVERY

10.1 We will contact you with an estimated delivery date which will be within 30 days of confirmation of order. Occasionally our delivery to you may be affected by an Event Outside Our Control. See clause 15 for our responsibilities when this happens.

10.2 In the event you order Product(s) from us and we have agreed with you by email or telephone of a specific delivery time or date, if you are then not available to accept the Product(s) at the agreed time and date we will not be liable for any re-delivery charges to deliver the Product(s) to you.

10.3 We or our authorised carrier may send you an email or SMS notification to advise you of an estimated delivery time prior to delivery.

10.4 We or our authorised carrier will not be held liable for any loss or damage suffered by you if you give instructions for us to leave your Product(s) outside your house or outside any other address provided by you and the Product(s) get lost or stolen.

10.5 If no one is available at your address to take delivery, our authorised carrier will contact you directly advising you of where to collect the Product(s).

10.6 Delivery of an Order shall be completed when we or our authorised carrier deliver the Product(s) to the address you gave us or when you collect the Product(s) from the place our authorised carrier has notified you of. From this time the Product(s) will be your responsibility.

10.7 You own the Product(s) once we have received payment in full, including all applicable delivery charges.

This clause 10.7 only applies if you are a consumer.

10.8 If we miss the 30 day delivery deadline for any Product(s) then you may cancel your Order straight away if we have refused to deliver the Product(s).

10.9 If you do not wish to cancel your order straight away, or do not have the right to do so under clause 10.8, you can give us a new deadline for delivery, which must be reasonable, and you can cancel your Order if we do not meet the new deadline.

10.10 If you do choose to cancel your Order for late delivery under clause 10.8 or clause 10.9, you can do so for just some of the Product(s) or all of them, unless splitting them up would significantly reduce their value. If the Product(s) have been delivered to you, you will have to return them to us or allow us to collect them, and we will pay the costs of this. After you cancel your Order we will refund any sums you have paid to us for the cancelled Product(s) and their delivery.

11. PRICE OF PRODUCT(S) AND DELIVERY CHARGES

11.1 The prices of the Product(s) will be as quoted on our site at the time you submit your order. We take all reasonable care to ensure that the prices of Product(s) are correct at the time when the relevant information was entered onto the system. However please see clause 11.5 for what happens if we discover an error in the price of Product(s) you ordered.

11.2 Prices for our Product(s) may change from time to time, but changes will not affect any order you have already placed.

11.3 The price of a Product(s) includes VAT (where applicable) at the applicable current rate chargeable in the UK for the time being. However, if the rate of VAT changes between the date of your order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Product(s) in full before the change in VAT takes effect.

11.4 The price of a Product(s) does not include delivery charges. Our delivery charges are as advised to you during the check-out process, before you confirm your order.

11.5 Our site contains a large number of Product(s). It is always possible that, despite our reasonable efforts, some of the Product(s) on our site may be incorrectly priced. If we discover an error in the price of the Product(s) you have ordered we will contact you by email to inform you of this error and we will give you the option of continuing to purchase the Product(s) at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing. Please note that if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing, we do not have to provide the Product(s) to you at the incorrect (lower) price.

11.6 We reserve the right to terminate any special offer or promotion at any time, without notice. All give-away, value-added and promotional items are only available whilst stocks last.

12. HOW TO PAY

12.1 You can pay for Product(s) using the electronic payment methods set out on the check-out page including but not limited to Debit Cards or Credit Cards.

12.2 Payments by an electronic method for the Product(s) are charged when you complete the check-out process and are directed to the order success page on our site.

13. OUR LIABILITY IF YOU ARE A BUSINESS

This clause 13 only applies if you are a business customer.

13.1 We only supply the Product(s) for internal use by your business.

13.2 Nothing in these Terms limits or excludes our liability for:

- (a) death or personal injury caused by our negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
- (d) defective Product(s) under the Consumer Protection Act 1987.

13.3 Subject to clause 13.2, we will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

- (a) any loss of profits, sales, business, or revenue;
- (b) loss or corruption of data, information or software;
- (c) loss of business opportunity;
- (d) loss of anticipated savings;
- (e) loss of goodwill; or
- (f) any indirect or consequential loss.

13.4 Subject to clause 13.2, our total liability to you in respect of all losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Product(s).

13.5 Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to the Product(s). Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Product(s) are suitable for your purposes.

14. OUR LIABILITY IF YOU ARE A CONSUMER

This clause 14 only applies if you are a consumer.

14.1 If the Product(s) we deliver are not what you ordered or are damaged or defective or the delivery is of an incorrect quantity, we shall have no liability to you unless you notify us in writing at our contact address of the problem within 5 working days of the delivery to you of the Product(s) in question. We may ask you for evidence of the damaged or defective Product(s) to assess which party is responsible for the damage.

14.2 If you do not receive Product(s) ordered by you within 15 days of the date on which you ordered them, we shall have no liability to you unless you notify us in writing at our contact address within 5 days of the date on which you ordered the Product(s).

14.3 If you notify a problem to us under condition 14.2, our only obligation will be, at your option (a) to make good any shortage or non-delivery;

(b) to replace or repair any Product(s) that are damaged or defective; or

(c) to refund to you the amount paid by you for the Product(s) in question in whatever way we choose.

14.4 Save as precluded by law, we will not be liable to you for any indirect or consequential loss, damage or expenses (including loss of profits, business or goodwill) howsoever arising out of any problem you notify to us under this condition and we shall have no liability to pay any money to you by way of compensation other than to refund to you the amount paid by you for the Product(s) in question under clause 9 of these terms and conditions.

14.5 We will not be liable for any loss or damage caused by us or our employees or agents in circumstances where:

(a) loss or damage was not foreseeable to both parties when the contract was formed;

(b) loss or damage was not caused by any breach on the part of the supplier;

(c) loss or damage relates to business and/or non-consumers.

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

(a) death or personal injury caused by our negligence;

(b) fraud or fraudulent misrepresentation;

(c) any breach of the terms implied by section 11 of the Sale of Goods Act 1979 (title and quiet possession);

(d) any breach of the terms implied by section 12 to 14 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and

(e) defective Product(s) under the Consumer Protection Act 1987.

14.7 You must observe and comply with all applicable regulations and legislation, including obtaining all necessary customs, import or other permits to purchase Product(s) from our site. The importation or exportation of certain of our Product(s) to you may be prohibited by certain national laws. We make no representation and accept no liability in respect of the export or import of the Product(s) you purchase.

14.8 We only supply the Product(s) for domestic and private use. You agree not to use the Product(s) for any commercial, business or resale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

14.9 Customers should also be aware of the following inherent risks and warnings relating to the Product(s):

(a) Alcohol should be consumed in moderation.

(b) The Product(s) supplied can be heavy so extra care should be taken when lifting them.

(c) Red wine in particular may cause staining if spilt so extra care should be taken.

(d) Sparkling wines and champagnes can be volatile due to the build-up of gasses extra care should be taken when opening these.

(e) Care must be taken when opening packages marked as fragile or known to contain articles made from glass, due to the possibility of glass fragments being present in the box.

(f) Any other unforeseen damage to flooring, upholstery or furniture by the staining of products sold to you via our website.

14.10 Notwithstanding the foregoing, nothing in these terms and conditions is intended to limit any rights you might have as a consumer under applicable local law or other statutory rights that may not be excluded nor in any way to exclude or limit our liability to you for any death or personal injury resulting from our negligence.

15. EVENTS OUTSIDE OUR CONTROL

15.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in clause 15.2.

15.2 An Event Outside Our Control means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

15.3 If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:

(a) we will contact you as soon as reasonably possible to notify you; and

(b) our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Product(s) to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

15.4 You may cancel a Contract affected by an Event Outside Our Control which has continued for more than 30 days. To cancel please contact us. If you opt to cancel, you will have to return (at our cost) any relevant Product(s) you have already received and we will refund the price you have paid, including any delivery charges.

16. DATA PROTECTION AND PRIVACY

16.1 By providing your details to us on our website, you consent to us maintaining, recording, holding and using the information you give us at the time of ordering to process your orders, to improve our service to you and inform you of any promotions. All data is collected lawfully and maintained in accordance with the Data Protection Act 2018.

16.2 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 Product(s) to you, e.g. our delivery company.

16.3 We will use information about you to make marketing offers via email, telephone and mail based on your Product(s) preferences from time to time.

16.4 If you opt-out from hearing from us or approved third parties, you will only be contacted by us regarding service issues including, but not exclusively, order confirmation and delivery

confirmation, significant changes to terms and conditions and informational, non-marketing emails.

16.5 Phone calls to and from us may be monitored or recorded for training and quality purposes. If you have any questions regarding our privacy policy, please email us at Help@Dr Grape Ltd.com.

16.6 You acknowledge and agree to be bound by the terms of our privacy policy as set out in this clause 17.

17. SECURITY

17.1 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.

17.2 It is your responsibility to protect your user name and password information from being disclosed to any third party.

18. COMMUNICATIONS BETWEEN US

18.1 When we refer, in these Terms, to "in writing", this will include email.

18.2 If you are a consumer you may contact us as described in clause 1.2.

19. OTHER IMPORTANT TERMS

19.1 We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms. We will always notify you by posting on this webpage if this happens.

19.2 This Contract is between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

19.3 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

19.4 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

19.5 If you are a consumer, please note that these Terms are governed by English law. This means a Contract for the purchase of Product(s) through our site and any dispute or claim arising out of or in connection with it will be governed by English law. You and we both agree that the courts of England and Wales will have non-exclusive jurisdiction.

19.6 If you are a business, a Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

19.7 If you are a business, we both irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with a Contract or its subject matter or formation (including non-contractual disputes or claims).

20. RETURNS & REFUNDS POLICY

20.1 OUR PROMISE. Dr Grape Ltd complies with all UK laws including the distance selling law. All parcels shipped by Dr Grape Ltd are quality checked prior to packing for any damages or defects. No damaged or defective items are sent out to you without prior notification to you, the receiving customer. Every bottle is shipped in a specially designed cardboard box that provides superior protection. Dr Grape Ltd uses the latest packing materials to protect each item contained within a parcel to ensure full protection during transit. Whilst we endeavour to protect all containers, some product containers are weaker than others and these are prone to leakages and breakages.

If you have received a damaged, defective, incorrect or unwanted parcel follow the procedures below.

20.2 DAMAGED AND DEFECTIVE GOODS. In the event of receiving a damaged product, if the product is broken or has leaked, you can refuse signing for it. Subsequently if you open the parcel and find that the product is damaged or has leaked then you will need to provide evidence in the form of photographs. Customers must provide evidence within 21 days from dispatch of your goods. After which period the product will become ineligible for a refund. Customers will need to contact and send evidence to our [customer services](#) team who will assist in either issuing a full refund (including all shipping costs) or send out a replacement product. You will be advised by our customer services team to dispose of the products safely.

20.3 INCORRECT, UNWANTED GOODS OR NON-COLLECTED GOODS. You, as our customer, have up to 30 days from dispatch of your goods to return an unwanted product back to Dr Grape Ltd Even if the product you ordered is part of a multiple item order. You will need to complete the returns form obtainable by contacting our [customer service team](#), and send it back to Dr Grape Ltd along with the goods to return. You will be responsible for:

- (a) Not opening the container or removing any seals as part of the container
- (b) Keep in tact any accessory or details associated to the container
- (c) Completing the returns form
- (d) Re-pack all containers as they were received.
- (e) All postage / shipping costs

If the unwanted or incorrect product received by Dr Grape Ltd is of a satisfactory condition or the product you received is incorrect then Dr Grape Ltd will, by your request:

- (i) Issue a full refund, within 7 working days, excluding all original delivery charges paid, unless you received an incorrect item
- (ii) Send out the correct or a replacement product with the same delivery terms as the original order

Please note that if goods are returned back to our depot due to non-collection from the Post Office, local sorting office, DPD pick up shop or DPD depot or if a delivery attempt had been made then we will not be able to refund the cost of shipping or any returns cost that are incurred by ourselves from our couriers. You have the right to make a claim with the courier or the delivery company.

20.4 NON-RETURNABLE ITEMS. For health and safety purposes we are unable to accept returns on any soft drink, non-alcoholic beverages or any other products less than 9% alcohol content.

These terms do not affect your statutory rights.