

## **Frog Island Brewery - Terms & Conditions**

When placing your order with Frog Island Brewery, we want you to have complete confidence in our products and services. All items (except for personalised beer, wine and champagne) are covered by our home approval policy and a money-back guarantee.

Please read the following information carefully before placing your order. The policies comply with current UK legislation aimed at protecting the rights of the consumer when purchasing goods over the internet and by mail order.

### **Home Approval Cancellation and Returns Policy**

#### Non-Personalised Items

- (a) When purchasing non-personalised items over the internet or by mail order, you are entitled to a period of home approval and a money-back guarantee.
- (b) You can cancel your order at any time up to 7 working days after the day of delivery. To exercise your right to cancel you need to notify us by e-mail, post, telephone or fax. You do not have to give any reason for cancellation.
- (c) You will receive a full refund (including P&P costs) within 7 working days from the day you cancelled your order.
- (d) If you cancel your order, you must return the items to us at your own expense within 10 working days from the day you cancelled your order. You must ensure that the goods are packaged adequately to protect them against damage and we recommend that you obtain proof of postage.
- (e) If you fail to return the goods, we will collect them and charge you the direct cost of collection. If you fail to take reasonable care of the goods before they are returned to us and this results in damage or deterioration, we will charge you for the reduction in value.

#### Personalised Items

- (a) The Consumer Protection (Distance Selling) Regulations 2000 (as amended) makes some exceptions for suppliers of items that are personalised to a customer's requirements. Suppliers of personalised items are not required to offer a home approval period and are not obliged to offer an exchange or refund unless goods are faulty. This covers the supply of personalised beer, wine and champagne.
- (b) If your personalised item(s) contain an error in the personalisation details, please notify us by e-mail, post, telephone or fax within 14 days of delivery.
- (c) Where Frog Island Brewery is responsible for the error, the item will be replaced within 7 working days (stock levels permitting) and at no extra charge.
- (d) In cases where the customer made an error when entering personalisation details at the time of ordering, the customer will be charged the cost of replacement. Please check all details entered carefully prior to completing your order.
- (e) If you discover you have made an error in the personalisation details after your order has been submitted, please contact us immediately by e-mail, telephone or fax. Unless the item you ordered has already been personalised, the amendments to your order will be carried out free of charge.

#### Faulty or Damaged Goods

- (a) If your order arrives faulty, damaged or incomplete, please notify us by e-mail, telephone, fax or post within 14 days of delivery.

- (b) You are entitled to a full refund (including P&P costs) for any goods that arrive faulty or damaged or, alternatively, we will replace your order at no extra cost. You will receive your refund or replacement goods within 7 working days from the time you notify us of your complaint (stock levels permitting)
- (c) You may be asked to return faulty or damaged items to us at Frog Island Brewery. We will refund the cost of returning faulty or damaged items. You will receive your refund within 7 working days from the time you contact us about the faulty or damaged goods.

### **Complaints Policy**

Our aim is to provide a superior service that customers can rely on. We have developed our Complaints Policy to ensure that any complaints are resolved as quickly and fairly as possible.

- (a) If, after 14 days, you haven't received all or part of your order, please contact us by e-mail, telephone, fax or post.
- (b) Please notify us of any complaints as quickly as possible after receipt of your order. This can be done by e-mail, telephone, fax or post.
- (c) You will receive an acknowledgement of your complaint within 2 working days. This will detail our course of action and indicate how quickly you can expect us to resolve your complaint. All complaints will be dealt with as a matter of priority.

### **Privacy Policy**

We are committed to protecting the privacy of our customers and have adopted this policy to protect any personal information provided to us by customers.

- (a) All personal information is kept in accordance with the Data Protection Act 1998.
- (b) The personal information we collect about you will be your name, address, contact telephone number, e-mail address, date of birth, previous order history and how you heard about us. This information will be used to process any orders that you place and to keep you informed about new products and special offers we think you may be interested in.
- (c) The postal address(es) you supply us with during the order process will be used for order fulfilment purposes only. We will ask your permission before sending any mailings about new products or special offers to your postal address.
- (d) The contact telephone number you supply us with during the order process will only be used if we need to contact you urgently regarding your order and will not be used for any other purposes.
- (e) The e-mail address you supply us with during the order process will be used to keep you informed about the progress of your order and to notify you about new product or special offers we feel you may be interested in.
- (f) You can contact us by e-mail to [unsubscribe@frogislandbrewery.co.uk](mailto:unsubscribe@frogislandbrewery.co.uk) or by telephone, fax or post to notify us if you do not wish to receive any communication from us (unless about the progress of an order). Your details will be immediately removed from our mailing list.
- (g) If you opt to subscribe to our newsletter mailing service we will periodically send you e-mails to inform you about new products and special offers. If at any time you decide that you would prefer not to continue receiving Frog Island Brewery

newsletters by e-mail you can notify us by e-mail to [unsubscribe@frogislandbrewery.co.uk](mailto:unsubscribe@frogislandbrewery.co.uk) or by telephone, fax or post.

(h) We will ensure that the personal information we hold about our customers is as up-to-date and accurate as possible and will not retain any more information than is necessary in order to maintain our level of customer service to you. You can check the information that we hold about you by e-mailing us at [info@frogislandbrewery.co.uk](mailto:info@frogislandbrewery.co.uk) or by writing to us. We will reply to your request with details of the information that we hold about you. If you find any inaccuracies in the information, we will correct it immediately.

(i) Frog Island Brewery will never disclose, sell or rent any of your details to outside agencies. We will make an exception to this policy if we need to disclose details to an outside agency for purposes of debt collection or as a result of fraudulent activity.

### **General Terms & Conditions**

(i) Sale of Alcohol. Under English Law, alcohol cannot be sold to persons under 18 years of age. We require you to confirm that you are over the legal age for purchasing alcohol prior to placing your order.

(ii) Price Information. All prices quoted are in UK Pounds Sterling and include VAT at 15.0% and all applicable taxes. All product prices exclude Post & Packaging charges but items are available for collection from our business premises by prior arrangement.

(iii) Product Information. All clothing sizes stated are approximate and are given for guidance only.

(iv) Contract for Supply of Goods. Frog Island Brewery deems that the contract for supply of goods becomes legally binding once a completed order and relevant payment has been received by us. Frog Island Brewery reserves the right to delay despatch until such time as payment has been received.

(v) Purchase Information. Purchases from Frog Island Brewery will be subject to the relevant Home Approval Cancellation and Returns Policy. Any complaints arising from a purchase will be dealt with according to our Complaints Policy.

(vi) Statutory Rights. The information contained within these Terms & Conditions does not affect your statutory rights as a consumer.

(vii) Use of Website. All content of the website is the copyright of Frog Island Brewery (unless otherwise stated). The use of the website and any subsequent contract for the supply of goods is governed by the laws of England and subject to your agreement to these Terms & Conditions. Frog Island Brewery will not be held liable for any loss or damage arising from the use of any of the information contained on the website or any of the information contained in any third-party sites linked to the website. Some of the information contained on this site may have come from third-party sources and Frog Island Brewery will not be held responsible for any misinformation, errors, omissions, or the views of a third-party that may be quoted on the website.

(viii) Security and Privacy. At Frog Island Brewery we take security very seriously and will never knowingly jeopardise the safety and security of our customers' details. The details you supply us with during the order process will be used for the purposes of order fulfilment only. We will never disclose, sell or rent any of your details to outside agencies. For further information, please see our Privacy Policy.

(ix) Environment. We have adopted a policy of minimising the impact that our business has on the environment. Please help the environment by recycling empty bottles and packaging materials wherever possible.