
THE RUM CLUB LTD - TERMS AND CONDITIONS FOR MEMBERSHIP AND SALE OF GOODS

BACKGROUND:

These Terms and Conditions are the standard terms for the sale of membership and goods by 'The Rum Club Ltd' a company registered in England under 9756868 of Copthorne House, 25 Malvern Road, Southsea, PO5 2LZ.

Please read these Terms carefully before using the Site or purchasing products from us and print and keep a copy of them for your reference. We may change the content of the Site from time to time, including the terms of use. By using the Sites (by whatever means or device) you agree that you have read, understood and accept these Terms (as amended from time to time). If you do not agree to be bound by these Terms, you may not use or access this Site or place an order with us.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Business Day”	means, any day other than a Saturday, Sunday or bank holiday;
“Calendar Day”	means any day of the year;
“Commercial Unit”	means a delivery of Goods, the character and/or value of which would be materially impaired if divided;
“Contract”	means the contract for the purchase and sale of Goods, as explained in Clause 2;
“Goods”	means the goods which are to be supplied by Us to you as specified in your Order (and confirmed in Our Order Confirmation) and includes membership;
“Month”	means a calendar month;
“Price”	means the price payable for the Goods;
“Special Price”	means a special offer price payable for Goods which We may offer from time to time;
“Order”	means your order for the Goods OR application for membership;
“Order Confirmation”	means Our acceptance and confirmation of your Order as described in Clause 2;
“We/Us/Our”	means 'The Rum Club Ltd, a private limited company registered in England under 9756868 of Copthorne House, 25 Malvern Road, Southsea, PO5 2LZ. and includes all employees and agents of The Rum Club Ltd.

1.2 Each reference in these Terms and Conditions to “writing” and any similar expression includes electronic communications whether sent by e-mail, text message, fax or other means.

2. Information About Us

2.1 The Rum Club Ltd is a Private Limited Company registered in England under number 9756868

whose registered and main trading address Copthorne House, 25 Malvern Road, Southsea, PO5 2LZ.

2.2 Our VAT number is 226 0730 36.

3. **The Contract**

- 3.1 These Terms and Conditions govern the sale of goods by Us and will form the basis of the Contract between Us and you. Before making your Order, please ensure that you have read these Terms and Conditions carefully. If you are unsure about any part of these Terms and Conditions, please ask Us for clarification.
- 3.2 Nothing provided by Us including, but not limited to, sales and marketing literature, price lists and other documents constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer that We may, at our discretion, accept.
- 3.3 A legally binding contract between Us and you will be created upon our acceptance of your Order, indicated by our Order Confirmation. Order Confirmations will be provided in writing.
- 3.4 We shall ensure that the following information is given or made available to you prior to the formation of the Contract between Us and you, save for where such information is already apparent from the context of the transaction:
 - 3.4.1 The main characteristics of the Goods;
 - 3.4.2 Our identity (set out above in sub-Clause 1.1) and contact details (set out below in Clause 11);
 - 3.4.3 The total Price for the Goods including taxes or, if the nature of the Goods is such that the Price cannot be calculated in advance, the manner in which it will be calculated;
 - 3.4.4 Where applicable, all additional delivery charges or, where such charges cannot be calculated in advance, the manner in which they will be calculated;
 - 3.4.5 Where applicable, the arrangements for payment, delivery and the time by which We undertake to deliver the Goods;
 - 3.4.6 Our complaints handling policy;
 - 3.4.7 We shall ensure that you are aware of Our legal duty to supply goods that are in conformity with the Contract;
 - 3.4.8 Where applicable, details of after-sales services and commercial guarantees;

4. **Description and Specification of Goods**

- 4.1 We have made every reasonable effort to ensure that the Goods conform to illustrations, photographs and descriptions provided in Our sales and marketing literature. We cannot, however, guarantee that all descriptions, illustrations and/or photographs will be precisely accurate due to discrepancies that may arise during the printing process **AND/OR** differences in the colour reproduction of electronic displays.
- 4.2 If you receive any Goods that do not conform to the Contract, please refer to Clause 8
- 4.3 If We find, or are made aware of, any typographical, clerical or other accidental errors or omissions in any sales and marketing literature, price lists or any other documents We will make every reasonable effort to correct such errors or omissions as soon as is reasonably possible. If, as a result of any such error or omission, you have received the wrong Goods, you may return those Goods to Us as provided in Clause 8. If, as a result of any such error or omission, you have paid too much, We will refund the excess paid for the Goods.
- 4.4 We reserve the right to make any changes in the specification of the Goods that may be required to conform to any applicable safety or other legal or regulatory requirements without notice.

5. **Orders**

- 5.1 All Orders for Goods made by you will be subject to these Terms and Conditions.
- 5.2 You may change your Order at any time before we despatch the Goods by contacting Us. Requests to change Orders do not need to be made in writing.
- 5.3 If your Order is changed We will inform you of any change to the Price in writing.
- 5.4 You may cancel your Order at any time before We despatch the Goods by contacting Us. If you have already paid for the Goods under Clause 6, the payment will be refunded to you within 72 hours. If you request that your Order be cancelled, you must confirm this cancellation in writing.
- 5.5 We may cancel your Order at any time before We despatch the Goods in the following circumstances:
 - 5.5.1 The Goods are no longer in stock and We are unable to re-stock (if, for example, the Goods are discontinued); or
 - 5.5.2 An event outside of Our control continues for more than 14 days (please see Clause 12 for events outside of Our control).
- 5.6 If We cancel your Order under sub-Clause 5.5 and you have already paid for the Goods under Clause 6, the payment will be refunded to you within 72 hours. If We cancel your Order, the cancellation will be confirmed by Us in writing.

6. **Price and Payment**

- 6.1 The Price of the Goods will be that shown in Our website price list in force at the time of your Order. If the Price shown in your Order differs from Our current Price We will inform you upon receipt of your Order.
- 6.2 All Prices include VAT. If the rate of VAT changes between the date of your Order and the date of your payment, We will adjust the rate of VAT that you must pay. Changes in VAT will not affect any Prices where We have already received payment in full from you.
- 6.3 Our Prices may change at any time but these changes will not affect any Orders that We have already accepted.
- 6.4 We have made every reasonable effort to ensure that our Prices, as shown in Our current website price list are correct. Prices will be checked when We process your Order. If the actual Price of the Goods is lower than that stated in your Order, you will be charged the lower Price (unless the lower price was an obvious mistake that you could have reasonably recognised). If the actual Price of the Goods is higher than that stated in your Order, We will ask you how you wish to proceed.
- 6.5 With the exception of the initial membership package, Our Prices exclude the cost of postage and packaging. Postage and Packaging costs will be added on to the final sum due.
- 6.6 All payments for Goods must be made in advance before We can despatch the Goods to you.
- 6.7 We currently only operate via a Direct Debit payment method operated by GoCardless and you will require a UK Bank Account. This allows us to take initial payment for your Membership Package and then ongoing variable payments as required for the purchase of your bi-monthly rum offering. The Rum Club will give you the opportunity to opt-out of receiving the next bi-monthly rum. In addition, GoCardless will inform you 3 days previous to the payment being taken, again giving you the opportunity to stop the payment.
- 6.8 All products offered are subject to availability and we cannot guarantee availability of the products listed.
- 6.9 Items containing alcohol can only be ordered by and delivered to those aged 18 or over and must not be purchased for onward supply to persons under 18 (UK).
- 6.10 Those that access the site from locations outside the United Kingdom are responsible for compliance with local laws if and to the extent that local laws are applicable.

- 6.11 By placing an order you confirm that you and the recipient of the rum are at least 18 years old. If our couriers believe a person attempting to take the delivery appears to be under the age of 25 then they will ask for satisfactory photographic identification as proof of age. Acceptable ID shall be a valid Passport with hologram, Valid EU Photo Card Driving Licence, Pass approved ID. In the event of the person attempting to take control of the delivery being unable to produce a valid form of ID as outlined, then the delivery shall be refused and no alcohol supplied.

7. Delivery

- 7.1 Postage and Packaging costs quoted on the site are for delivery within the UK only. Delivery outside the UK will be by special arrangement with appropriate delivery charges charged.
- 7.2 When We provide you with an Order Confirmation, We will provide an estimated delivery date. Please note that estimated delivery dates may vary according to the availability of Goods, your location, and circumstances beyond our control. Unless agreed otherwise, the Goods will be delivered without undue delay and in any case no later than 30 Calendar Days after the date on which the Contract is formed.
- 7.3 Delivery will be deemed to have taken place when the Goods have been delivered to the delivery address indicated in your Order and you (or someone identified by you) have taken physical possession of the Goods.
- 7.4 If for any reason We/our courier are unable to deliver the Goods at your chosen delivery address, We/our courouer will leave a note informing you that the Goods have been returned to Our/the couriers premises, requesting that you contact Us/our courier to arrange re-delivery.
- 7.5 The responsibility (sometimes referred to as the “risk”) for the Goods remains with Us until delivery is complete as defined in sub-Clause 7.3 at which point it will pass to you. Please note, however, that if you do not wish to use Our nominated carrier to deliver them, instead choosing your own carrier, the risk in the Goods will pass to you as soon as they are passed to your chosen carrier.
- 7.6 You own the Goods once We have received payment in full for them.
- 7.7 Please note that delivery to Northern Ireland, the Channel Islands, Scottish Islands, the EU and worldwide will require more time.
- 7.8 Please note carefully the following:
- 7.8.1 If We refuse to deliver the Goods, you may treat the Contract as being at an end and We will reimburse you without undue delay.
- 7.8.2 If delivery within the agreed time period or at the agreed time was essential or you have told Us that delivery within the agreed time period or at the agreed time was essential and We fail to deliver, you may treat the Contract as being at an end and We will reimburse you without undue delay.
- 7.9 If any of the events in sub-Clause 7.8 occur you may, instead of treating the Contract as being at an end, specify a new delivery time or time period. If We continue to fail to deliver the Goods, you may treat the Contract as being at an end and We will reimburse you without undue delay.
- 7.10 If, despite the events in sub-Clause 7.8 and 7.9, you choose not to treat the Contract as being at an end, your right to cancel your Order or to reject the Goods will be unaffected. If you do so, We will reimburse you without undue delay.
- 7.11 If the Goods form a Commercial Unit, you may only reject or cancel all of the Goods, not a portion of them.

8. Faulty, Damaged or Incorrect Goods

- 8.1 By law, We must provide goods that are of satisfactory quality, fit for purpose and as described at the time of purchase, in accordance with any pre-contract information We have provided, and that match any samples or models that you have seen or examined (unless We have made you aware of any differences). If any Goods you have purchased do not comply and,

for example, have faults or are damaged when you receive them, or if you receive incorrect Goods, please contact Us as soon as reasonably possible to inform us of the fault, damage or error, and to arrange for a refund, repair or replacement.

- 8.2 Beginning on the day that you receive the Goods (and ownership of them) you have a 30 Calendar Day right to reject the Goods and to receive a full refund if they do not conform as stated above. Alternatively, you may request a repair of the Goods or a replacement. We will bear any associated costs and will carry out the repair or replacement within a reasonable time and without significant inconvenience to you. In certain circumstances, where a repair or replacement is impossible or otherwise disproportionate, We may instead offer you a full refund. If you request a repair or replacement during the 30 Calendar Day rejection period, that period will be suspended while We carry out the repair or replacement and will resume on the day that you receive the replacement or repaired Goods. If less than 7 Calendar Days remain out of the original period, it will be extended to 7 Calendar Days. If, after a repair or replacement, the Goods still do not conform (or if We cannot do so as previously described, or have failed to act within a reasonable time or without significant inconvenience to you), you may have the right either to keep the Goods at a reduced price, or to reject them in exchange for a refund. If you exercise the final right to reject the goods more than six months after you have received the Goods (and ownership of them), We may reduce any refund to reflect the use that you have had out of the Goods.
- 8.3 Please note that you will not be eligible to claim under this Clause 8 if We informed you of any faults, damage or other problems with the Goods before your purchase of them; if you have purchased the Goods for an unsuitable purpose that is neither obvious nor made known to Us and the problem has resulted from your use of the Goods for that purpose; or if the problem is the result of normal wear and tear, misuse or intentional or careless damage. Please also note that you may not return Goods to Us under this Clause 8 merely because you have changed your mind. Please refer to Clause 9 for details of what to do if you change your mind.
- 8.4 To return Goods to Us for any reason under this Clause 8, you may return them to Us in person during Our business hours of 9am to 4pm Mon-Fri or by post or another suitable delivery choice. We will be fully responsible for the costs of returning Goods under this Clause 8 and will reimburse you where appropriate.
- 8.5 Refunds (whether full or partial, including reductions in price) under this Clause 8 will be issued within 14 Calendar Days of the day on which We agree that you are entitled to the refund.
- 8.6 Any and all refunds issued under this Clause 8 will include all delivery costs paid by you when the Goods were originally purchased.
- 8.7 For full details of your rights and remedies as a consumer, please contact your local Citizens Advice Bureau or Trading Standards Office.

9. Returning Goods If You Change Your Mind

- 9.1 If you are not satisfied with any Goods purchased from Us you have the right to return them in exchange for a refund or a replacement, subject to the provisions of this Clause 9. This Clause 9 does not apply to Goods that are incorrect, faulty or damaged. For Goods that are incorrect, faulty or damaged please refer to Clause 8.
- 9.2 If you wish to return Goods to Us under this Clause 9 you must do so within 14 days of taking delivery, telling Us why you wish to return the Goods.
- 9.3 All Goods must be returned to Us under this Clause 9 in their original condition and in their original, un-opened packaging, accompanied by proof of purchase.
- 9.4 You may return Goods to Us in person during Our business hours of 9am to 4pm Mon-Fri or you may return them by post or another suitable delivery service of your choice. You are solely responsible for the cost of returning Goods to Us under this Clause 9.
- 9.5 Refunds or replacements will be issued to you immediately if you return Goods to Us in person or within 72 hours of Our receipt of the Goods if you return Goods to Us by post or similar delivery service.

10. **Guarantee**

- 10.1 Where applicable, Goods are provided with a manufacturer's guarantee. For further details and terms please refer to the manufacturer's guarantee documentation supplied with the Goods.
- 10.2 The manufacturer's guarantee exists in addition to your legal rights as a consumer. More information on your rights as a consumer can be obtained from your local Citizens Advice Bureau or Trading Standards Office.

11. **Our Liability**

- 11.1 We will be responsible for any foreseeable loss or damage that you may suffer as a result of Our breach of these Terms and Conditions or as a result of Our negligence (including that of Our employees, agents or sub-contractors). Loss or damage is foreseeable if it is an obvious consequence of Our breach or negligence or if it is contemplated by you and Us when the Contract is created. We will not be liable for loss or damage caused by the customer handling the products, in particular we will not be liable for spillages or breakages.
- 11.2 We only supply Goods for domestic and private use. We make no warranty or representation that the Goods are fit for commercial, business or industrial use of any kind (including resale). By making your Order, you agree that you will not use the Goods for such purposes. We will not be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.
- 11.3 Customers should also be aware of the following inherent risks and warnings:
 - 11.3.1 Alcohol should be consumed in moderation
- 11.4 Nothing in these Terms and Conditions seeks to exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.
- 11.5 Nothing in these Terms and Conditions seeks to exclude or limit Your legal rights as a consumer. For more details of Your legal rights, please refer to Your local Citizens Advice Bureau or Trading Standards Office.

12. **Events Outside of Our Control (Force Majeure)**

- 12.1 We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond Our reasonable control.
- 12.2 If any event described under this Clause 12 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:
 - 12.2.1 We will inform you as soon as is reasonably possible;
 - 12.2.2 Our obligations under these Terms and Conditions will be suspended and any time limits that We are bound by will be extended accordingly;
 - 12.2.3 We will inform you when the event outside of Our control is over and provide details of any new dates, times or availability of Goods as necessary;
 - 12.2.4 If the event outside of Our control continues for more than 30 days We will cancel the Contract and inform you of the cancellation. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible;

12.2.5 If an event outside of Our control occurs and you wish to cancel the Contract, you may do so in accordance with your right to cancel under sub-Clause 5.4 above.

13. **Membership and Your Account**

13.1 In order to access the full retail site, you will be required to purchase Membership of the Club and register an account. By registering you agree that:

13.1.1 The personal information that you are required to provide when you register as a customer is true, accurate, current and complete in all respects.

13.1.2 You will notify us immediately of any changes to the personal information by updating your details within the “My Details” section within your online account or by contacting us using the contact details below.

13.1.3 You shall not impersonate any person or entity or misrepresent your identity or affiliation with any person or entity, including using another person's username, password or other account information.

13.1.4 If any information provided by you is untrue, inaccurate, not current or incomplete or if we suspect that any information provided by you is untrue, inaccurate, not current or incomplete, we reserve the right to terminate your use of the Site or your account.

13.2 Membership of The Rum Club is provided on a lifetime, personal basis and may not be transferred to any other person. If bought as a gift, it must be initially registered in the name of the recipient.

13.3 Membership of The Rum Club entitles the holder to receipt of the initial membership package as detailed at the time of purchase and is for life. Following this, membership entitles the holder to the following:

13.3.1 Full access to The Rum Club Website;

13.3.2 The choice of receiving selected rums every 2 months at the published price.

14. **Intellectual Property Rights**

14.1 All present and future copyright, design rights, unregistered designs, database rights, registered and unregistered trade marks (including The Rum Club trade mark) and any other present and future intellectual property rights and rights in the nature of intellectual property rights existing in and to the Sites including content published on them such as text, graphics, logos, banners, images, buttons, underlying source code and software, are owned by us or the applicable licensor. Nothing in these Terms shall be construed as an assignment to you of any such intellectual property rights.

14.2 Any use (including copying, reproduction, duplication, transmission, or display of the content of this website, without our express written permission) for purposes other than the viewing of information or for ordering purposes, is strictly prohibited.

14.3 Permission is granted to electronically copy, and to print in hard copy, portions of the Sites for the sole purpose of placing an order with us or using the Sites as a shopping resource.

15. **Termination**

15.1 We reserve the right to suspend your Membership and use of the Site at any time for operational, regulatory, legal or other reasons. We may terminate your use of the Sites and/or your account with us with immediate effect if you breach any of these Terms.

16. **Communication and Contact Details**

16.1 If you wish to contact Us, you may do so by telephone at 07464 609768 or by email at info@the-rum-club.com.

16.2 In certain circumstances you must contact Us in writing (when cancelling an Order, for example). When contacting Us in writing you may use the following methods:

16.2.1 Contact Us by email at info@the-rum-club.com ; or

16.2.2 Contact Us by pre-paid post at The Rum Club Ltd, Copthorne House, 25 Malvern Road, Southsea, PO5 2LZ.

17. **Complaints and Feedback**

17.1 We always welcome feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that your experience as a customer of Ours is a positive one, We nevertheless want to hear from you if you have any cause for complaint.

17.2 All complaints are handled in accordance with Our Complaints Handling Policy and Procedure, available from The Rum Club Ltd, Copthorne House, 25 Malvern Road, Southsea, PO5 2LZ.

17.3 If you wish to complain about any aspect of your dealings with Us, please contact Us in one of the following ways:

17.3.1 In writing, addressed to Customer Services Dept, The Rum Club Ltd, Copthorne House, 25 Malvern Road, Southsea, PO5 2LZ.

17.3.2 By email, addressed to Giles at info@the-rum-club.com

17.3.3 By contacting Us by telephone on 07464 609768.

18. **How We Use Your Personal Information (Data Protection)**

18.1 All personal information that We may collect (including, but not limited to, your name and address) will be collected, used and held in accordance with the provisions of the Data Protection Act 1998 and your rights under that Act.

18.2 We may use your personal information to:

18.2.1 Provide Our Goods and services to you;

18.2.2 Process your payment for the Goods; and

18.2.3 Inform you of new products and services available from Us. You may request that we stop sending you this information at any time.

18.3 In certain circumstances (if, for example, you wish to purchase Goods on credit), and with your consent, We may pass your personal information on to credit reference agencies. These agencies are also bound by the Data Protection Act 1998 and should use and hold your personal information accordingly.

18.4 We will not pass on your personal information to any other third parties without first obtaining your express permission.

19. **Other Important Terms**

19.1 We may transfer (assign) Our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs you will be informed by Us in writing. Your rights under these Terms and Conditions will not be affected and Our obligations under these Terms will be transferred to the third party who will remain bound by them.

19.2 You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without Our express written permission.

19.3 The Contract is between you and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions. Exceptionally, where Membership is bought as a gift, the person to whom the membership is gifted may benefit from these Terms and Conditions for the goods

provided as part of the initial membership package.

- 19.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.
- 19.5 No failure or delay by Us in exercising any of Our rights under these Terms and Conditions means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms and Conditions means that We will waive any subsequent breach of the same or any other provision.

20. **Governing Law and Jurisdiction**

- 20.1 These Terms and Conditions, the Contract, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with English law..
- 20.2 Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.