

Terms & Conditions of Sale

By using this site, you are agreeing to our Terms and Conditions of Sale. This document should be read in conjunction with our Privacy Policy, and Cookie Policy (both available at: <https://customspirit.co/privacypolicy>)

1 DEFINITIONS

1.1 “Buyer”, “customer” or “you” means the individual or organisation who buys or agrees to buy the Goods from the Seller;

1.2 “Consumer” shall have the meaning ascribed in section 12 of the Unfair Contract Terms Act 1977;

1.3 “Contract” means the contract between the Seller and the Buyer for the sale and purchase of Goods incorporating these Terms and Conditions;

1.4 “Goods” means the articles that the Buyer agrees to buy from the Seller;

1.5 “Seller”, “we” or “us” means Inebriation Ltd. of 20-22 Wenlock Road, London, N1 7GU that owns and operates The Custom Spirit Company at <https://customspirit.co/>.

1.6 “Terms and Conditions” means the terms and conditions of sale set out in this agreement and any special terms and conditions agreed in writing by the Seller, the privacy policy and cookie policy are included by reference;

1.7 “Website” means <https://customspirit.co/>.

1.8 “Working days” mean all days, except Saturday, Sunday and Bank Holidays.

2 CONDITIONS

2.1 Nothing in these Terms and Conditions shall affect the Buyer’s statutory rights as a Consumer.

2.2 These Terms and Conditions shall apply to all contracts for the sale of Goods by the the Seller to the Buyer and shall prevail over any other documentation or communication from the Buyer.

2.3 Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyer’s acceptance of these Terms and Conditions.

2.4 Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.

2.5 Any complaints or queries should be addressed to admin@customspirit.co.

3 ORDERING

3.1 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Terms and Conditions and are subject to acceptance by the Seller. The Seller may choose not to accept an order for any reason.

3.2 Where the Goods ordered by the Buyer are not available from stock the Buyer shall be notified and given the option to either wait until the Goods are available from stock or cancel the order and receive a full refund within 14 days.

3.3 Products are offered subject to availability and we will have no liability to you for the unavailability of any Goods.

3.4 You place an order with us by clicking on the 'Make Payment' button on the order confirmation page. In doing this you are making an offer to buy from us within our terms. We will respond with an email confirmation of the order once your payment has been received.

3.5 A sample bottle shall be provided per individual blend created by the buyer, not per bottle ordered. Repeat orders will not be eligible for a free sample.

4 PRICE AND PAYMENT

4.1 The price of the Goods shall be that stipulated on the Website. The price is inclusive of VAT. The price is inclusive of standard delivery charges, unless otherwise stated. Expedited shipping may be chosen at a higher cost.

4.2 The total purchase price, including VAT, delivery and other charges, if any, will be displayed in the Buyer's shopping cart prior to confirming the order.

4.3 After the order is received, the Seller shall confirm by email the details, description and price for the Goods together with information on the right to cancel if the Buyer is a Consumer.

4.4 Payment of the price plus VAT and delivery charges (included in the list price) must be made in full before dispatch of the Goods.

5 RIGHTS OF SELLER

5.1 We reserve the right to periodically update prices on the Website, which cannot be guaranteed for any period of time. We will make every effort to ensure prices on the website are correct.

5.2 We reserve the right to withdraw any Goods from the Website at any time.

5.3 We shall not be liable to anyone for withdrawing any Goods from the Website or for refusing to process an order.

6 AGE OF CONSENT

6.1 You will be asked when registering on the website for Order to declare that you are over 18 years of age, or legal drinking age in the relevant jurisdiction if higher, and that the person receiving the order is over 18 years of age. By placing an Order, you represent to us that you are over 18 years of age at that time. If this representation is untrue we shall be entitled to cancel the order immediately, without notice.

7 DELIVERY

7.1 Goods supplied within the UK will normally be despatched within 5 working days of acceptance of order but in any event, within 30 days after the Contract is entered into. This excludes any orders placed during our pre-order window.

7.2 Where a specific delivery date has been agreed, and where this delivery date cannot be met, the Buyer will be notified and given the opportunity to agree a new delivery date or receive a full refund.

7.3 We will do our best to meet any date agreed for delivery. In any event, time of delivery shall not be of the essence and We shall not be liable for any losses, costs, damages or expenses incurred by the Buyer or any third party arising directly or indirectly out of any failure to meet any estimated delivery date.

7.4 Delivery of the Goods shall be made to the Buyer's address specified in the order and the Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery. The Supplier is under a legal obligation to supply Goods in conformity with the Contract.

7.5 Risk in the Goods shall pass to the Buyer when they are in the physical possession of the Goods.

8 CANCELLATION

8.1 The Buyer has the right to cancel the Contract within 24 hours without giving any reason. The conditions, time limits and procedures for exercising the Buyer's right to cancel are laid out in the Schedule to these Terms and Conditions together with a cancellation

form, in accordance with The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

9 GIFT VOUCHERS

In addition to these Terms and Conditions, the following terms and conditions shall apply to the sale of gift vouchers:

9.1 Gift vouchers will be dispatched within one working day of acceptance of order and will be delivered by email to the recipients email address provided at the time of purchase.

9.2 The Buyer must notify the Seller of any discrepancy in a delivery as soon as possible but in any event within 7 days of the delivery of the vouchers.

9.3 Risk of loss, destruction or damage to the vouchers remains with the Seller until delivery to the Buyer where upon risk shall pass to the Buyer.

9.4 Gift vouchers may be exchanged for products that are available to buy online. Vouchers cannot be redeemed for cash in part or whole. Vouchers are not sold on a sale or return basis and no return will be permitted unless it can be demonstrated that the Seller has been in error in fulfilling the Buyer's order.

9.5 Gift vouchers are valid for 12 months from the date of purchase and cannot be renewed once they have expired. Vouchers cannot be replaced if lost or damaged.

10 LIMITATION OF LIABILITY

10.1 Except as may be implied by law where the Buyer is dealing as a Consumer, in the event of any breach of these Terms and Conditions by the Seller the remedies of the Buyer shall be limited to damages which shall in no circumstances exceed the price of the Goods and the Seller shall under no circumstances be liable for any indirect, incidental or consequential loss or damage whatever.

10.2 Nothing in these Terms and Conditions shall exclude or limit the liability of the Seller for death or personal injury resulting from the negligence of the Seller or that of the Seller's agents or employees.

11 WAIVER

11.1 No waiver by the Seller (whether express or implied) in enforcing any of its rights under this contract shall prejudice its rights to do so in the future.

12 FORCE MAJEURE

12.1 The Seller shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control,

including but not limited to, acts of God, strikes, lock outs, pandemics, epidemics, accidents, war, fire, failure of any communications, telecommunications or computer system, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the Seller shall be entitled to a reasonable extension of its obligations.

13 SEVERANCE

13.1 If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid illegal or unenforceable provision eliminated.

14 CHANGES TO TERMS AND CONDITIONS

14.1 The Seller shall be entitled to alter these Terms and Conditions at any time but this right shall not affect the existing Terms and Conditions accepted by the Buyer upon making a purchase. The Terms and Conditions in force at the time of purchase by the Buyer apply.

15 GOVERNING LAW AND JURISDICTION

15.1 These Terms and Conditions shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts

16 REFUNDS AND CANCELLATION

16.1 You have the right to cancel your order within 24 hours of ordering by the Buyer, or a third party indicated by you. During this time you may receive a full refund. The custom nature of the product means We cannot refund after the products have been made. Off the shelf blends may be refunded if returned in the same condition as purchased. For off the shelf blends the timeframe for cancellation or refund is 10 working days. If the order has been shipped before processing the cancellation request, please follow refund procedures.

16.2 To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement, in an email to refunds@customspirit.co using the form available in the order manager of your order (see <https://customspirit.co/orders>) or post to 20-22 Wenlock Road, London, N1 7GU .

16.3 We will communicate to you an acknowledgement of receipt of such a cancellation on a durable medium (e.g. by e-mail) without delay.

16.4 To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

16.5 If you cancel this contract, we will reimburse to you all payments received from you, including the costs of delivery.

16.6 We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you.

16.7 We will make the reimbursement without undue delay, and not later than:

(a) 14 days after the day we receive back from you any goods supplied, or

(b) (if earlier) 14 days after the day you provide evidence that you have returned the goods, or

(c) if there were no goods supplied, 14 days after the day on which we are informed about your decision to cancel this contract.

16.8 We will make the reimbursement to the same means of payment as you used for the initial transaction unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

16.9 In the event of cancellation we may withhold reimbursement until we have received the goods back.

18 RETURN OF GOODS

18.1 You shall send back the goods to the address provided by us upon processing the return request without undue delay and in any event not later than 14 days from the day on which you receive said address. The deadline is met if you send back the goods before the period of 14 days has expired. Please inform us of any reasonable delays.

18.2 The Buyer is responsible for the goods in transit. We reserve the right to not accept a refund in the case of a damaged product unless said damage is the reason for the return.

19 COST OF RETURNING GOODS

19.1 You will have to bear the direct cost of returning the goods.

19.2 You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.