

## Terms of Use

These terms and conditions were last updated on: 16/08/21

### 1 What are these terms?

- 1.1 These terms apply to your use of the Majestic website namely <https://www.majestic.co.uk/> the website).
- 1.2 These terms should be read in conjunction with the Privacy Policy and Cookies Policy for the website which tells you how we collect and use personal data you provide to us or which we collect.
- 1.3 By accessing or using the website you confirm you have read, understood and agree to be legally bound by these terms and our Privacy Policy and Cookies Policy in their entirety each time you access the website. If you do not agree to these terms and/or the Privacy Policy and Cookies Policy, please do not use the website.

### 2 Who we are

- 2.1 This website is operated by Majestic Wine Warehouses Limited (**we, us, our**).
- 2.2 We are registered in England & Wales under company number 1594599 and our registered office is at Majestic House, The Belfry, Colonial Way, Watford, Herts, WD24 4WH.
- 2.3 Our VAT number is 563 0589 32.
- 2.4 To contact us, please email [info@majestic.co.uk](mailto:info@majestic.co.uk) or telephone 0345 605 6767.

### 3 Use of the website

- 3.1 You may use this website for lawful purposes only. You must not use the website in any way that breaches any applicable local, national or international law or regulation or which is in any way unlawful or fraudulent.
- 3.2 You are allowed to download and print the materials on this site for your own personal, non-commercial use only.
- 3.3 You must not:
  - 3.3.1 print any or all parts of the website for any commercial purpose;
  - 3.3.2 copy (including storing and downloading), distribute, publish, alter, adapt, create derivative works from, or otherwise use the material on this website, either in whole or in part;
  - 3.3.3 remove any copyright, trademark or other intellectual property notices;
  - 3.3.4 use the website to transmit or procure the sending of any unsolicited or unauthorised spam or advertising material;
  - 3.3.5 seek to interfere or damage the website or its content;
  - 3.3.6 frame, embed, harvest, scrape data from or link to this website or its content or use the material on this website, or any part of it, on any other website or social media platform;in each case without first obtaining express written consent from us.

### 4 Content

- 4.1 The website is intended to provide general information only.

4.2 We endeavour to ensure that the material contained on the website is accurate and complete at the date first published. However, we cannot guarantee this, and you should recognise that information contained on this website may become out of date over time.

4.3 We reserve the right to alter, remove or update materials and information on the website at any time without notice.

4.4 The website and the information contained in it is provided for your use "as is" without any warranty (whether express or implied) of any kind.

## 5 **Availability of the website**

5.1 We reserve the right to suspend access to all or part of the website or close it indefinitely without notice. Access may be terminated or suspended either in relation to specific users or to all users.

5.2 To the extent permitted by law we accept no liability if the website becomes either temporarily or permanently unavailable.

5.3 In addition, we do not warrant that the functions or materials on, or accessed from, this website shall be uninterrupted or free from errors.

## 6 **Changes to these terms**

6.1 We reserve the right to change these terms at any time without notice.

6.2 It is your responsibility to check the terms regularly in order to be aware of any changes which are made to them.

6.3 By continuing to access this website after the terms have changed, you are agreeing that you have read, understood and agree to be bound by the updated terms.

## 7 **Ownership of the website**

7.1 We are the owner or licensee of all intellectual property rights in the website and in the materials which appear on this website. This includes but is not limited to the text, photographs, images, graphics, illustrations, designs, written and other material including the program and code. Our rights include trade marks, copyright, design rights and all other intellectual property rights and all our rights are reserved.

7.2 If you acquire any rights in or to the website or materials on it, you agree to assign those rights, on a worldwide basis, to us and unconditionally and irrevocably to waive all moral rights you may have acquired.

## 8 **Reviews, comments & content**

8.1 Users of this website may post reviews, ratings, comments and other content. This right is extended on condition that the content is not illegal, obscene, abusive, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or objectionable. Specifically, content should not include software viruses, political campaigning, commercial solicitation, chain letters or mass mailings.

8.2 You may not use a false email address, impersonate any person or entity, or otherwise mislead as to the origin of any content.

- 8.3 The name associated with your online account may be published against each product review left.
- 8.4 We reserve the right, to remove or edit any content if illegal, obscene, abusive, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or objectionable.
- 8.5 If you post content or submit material, unless indicated otherwise you:
- 8.5.1 Grant Majestic the right to use the content and the name that you submit in connection with such content, via all of our relevant channels (such as social media and on our website and in store);
  - 8.5.2 Agree that the rights you grant above are irrevocable during the period of protection of your intellectual property rights associated with such content and material. You agree to waive your right to be identified as the author of such content and your right to object to derogatory treatment of such content;
  - 8.5.3 You confirm that you own or otherwise control all of the rights to the content that you post; that, as at the date that the content or material is submitted to Majestic, the content and material is accurate; use of the content and material you supply does not breach any Majestic policies or guidelines and will not cause injury to any person or entity (including that the content or material is not defamatory).

## 9 **Viruses and hacking**

- 9.1 We do not warrant that the website, its content or the server(s) that make it available are error or virus free or free of other harmful components or that your use of this website will be uninterrupted. You are accessing this website at your own risk and to the extent permitted by law and subject to clause 13.1 we will not be liable for any loss or damage suffered by you as a result of viruses or other harmful material which you access from this website.
- 9.2 You are solely responsible for ensuring that you have suitable equipment and security and virus protection in place before using the website.
- 9.3 You must not attempt to gain unauthorised access to the website, the server on which the website is stored or any server computer or data base connected to the website
- 9.4 You must not introduce viruses, trojan horses, worms, logic bombs, spyware, adware or other harmful materials to this website which may adversely affect the operation of any computer or program or this website.

## 10 **Linking to and from the website**

- 10.1 This website may contain links to sites operated by third parties. We have not reviewed and do not review such sites and are not responsible for the content of nor accept any liability howsoever arising in respect of any of such sites.
- 10.2 The presence of links to third party sites is not intended to and shall not constitute a recommendation by us of such sites nor of any advice or information posted on them.
- 10.3 If you wish to provide a hypertext or other link to or from this website, you will first need to obtain our written consent. We have sole discretion to permit or reject any such requests.

## 11 Password

- 11.1 There may be sections of this website which can only be accessed by users who we have given a password.
- 11.2 If we do provide you with a user name and password, it is your responsibility to ensure that these details are kept confidential at all times and you must not disclose your password to any third party.
- 11.3 In the event that a third party gains access to your user name or password, you should notify us immediately by emailing [info@majestic.co.uk](mailto:info@majestic.co.uk) and immediately change your password by using the “forgot your password” function on our website. We are not liable for any loss resulting from your failure to protect the confidentiality of your user name or password including unauthorised access to or loss of your information (which may include purchase information) stored with your ID details. Please see our Privacy Policy [here](#) for further information on how we store your personal data.

## 12 Feeds

### 12.1 RSS Feeds

We may provide information on the website via RSS Feeds. This information is provided solely for the convenience of users and we are not responsible for its content.

### 12.2 Twitter

A Twitter feed may be present on the website. This Twitter feed displays tweets placed by Majestic and may also include comments made by other Twitter users. Tweets posted other Twitter users represent the opinion of that individual user only and are not endorsed or verified by us.

## 13 Our liability

### Whether you are a consumer or a business user:

- 13.1 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 or our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

### If you are a business user:

- 13.2 Subject to clause 13.1, we exclude all implied conditions, warranties, representations or other terms that may apply to the website or any content on it.
- 13.3 Subject to clause 13.1, we will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
  - 13.3.1 use of, or inability to use, the website; or
  - 13.3.2 use of or reliance on any content displayed on the website.
- 13.4 In particular, subject to clause 13.1, we will not be liable for:
  - 13.4.1 loss of profits, sales, business or revenue;
  - 13.4.2 business interruption;
  - 13.4.3 loss of anticipated savings;

13.4.4 loss of business opportunity, goodwill or reputation; or

13.4.5 any indirect or consequential loss or damage.

**If you are a consumer:**

13.5 If we fail to comply with these terms, we are responsible for any loss or damage you suffer that is a foreseeable result of our breach of these terms or our negligence. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time you accepted accessed or used this website and accepted these terms in doing so. We do not accept liability for any loss or damage which was not foreseeable.

13.6 Nothing in these terms affect your legal rights as a consumer. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

13.7 You agree not to use the website for any commercial or business purposes (except where you are one of our business/trade customers and are purchasing goods from in connection with your trade, business, craft or profession, if applicable).

**14 General**

14.1 If any of the terms is or becomes invalid or contravenes any law then the remaining provisions shall not be affected.

14.2 No waiver shall constitute a waiver of any other terms. No failure by us to exercise a remedy shall constitute a waiver of our right subsequently to exercise any such remedy.

14.3 It is intended that the website will be used by persons resident in the United Kingdom.

14.4 These terms, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law.

14.5 If you are a consumer, you and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

14.6 If you are a business user, you and we both agree to submit to the exclusive jurisdiction of the English courts.