

About us

- 1.1 **Who we are.** Majestic Wine (Jersey) Limited t/a Majestic, (**we** and **us**) is a company registered in Jersey with company number 153218 and our registered office is at 6 Esplanade, St. Helier, JE1 1BX, Jersey.
- 1.2 We trade in our Majestic stores and via this website (www.majestic.je) (**Website**) which is owned and operated by us.
- 1.3 Our registered GST number is 0125798.
- 1.4 **Contacting us.** To contact us telephone our Jersey store at 01534 481 500 or email jer@majestic.co.uk.

Please read these terms and conditions carefully and make sure that you understand them before you place your order with us. On placing an order with us you agree to be bound by these terms and conditions.

2 The contract between us

- 2.1 By placing an order through the Website, you warrant that:
- 2.2 You are legally capable of entering into binding contracts; and
- 2.3 You are at least 18 years old (in particular, please see section 3: *Age restrictions*).
- 2.4 Our acceptance of your order will be when we process your payment, at which point we will send you an order confirmation email and the contract between you and us will come into existence (**Contract**). If you place an order with us on Saturday, Sunday or a bank holiday, it is likely that the order will be processed and confirmed on the following business day in Jersey.
- 2.5 When you place the order online you will receive an acknowledgement email. Please note that this acknowledgement email is not our acceptance of your order.

3 Age restrictions

- 3.1 It is against the law for any person under the age of 18 to buy or attempt to buy alcohol or for any person over the age of 18 to buy or attempt to buy alcohol for any person under the age of 18. By placing an order, you confirm that you and the recipient of the alcohol are at least 18 years old.
- 3.2 Please note that Majestic operates an age verification policy which applies to all delivery and collection points and you may be asked to provide ID both on collection and at delivery, depending on how you order. If our couriers are in doubt of the age of the recipient of an order, they will request some form of ID. If this is not satisfied, they are not permitted to leave the alcohol at the address submitted on the order.

4 Order process

- 4.1 You can order our products online via the Website or by contacting our Jersey store (via telephone or email).
- 4.2 You can access your shopping basket, review your order, and make any changes to your order at any time until the point at which you place your order.

5 Prices

- 5.1 The prices payable for the products that you order are as set out in our Website. The price includes any applicable GST and other taxes, at the current rate chargeable in Jersey.
- 5.2 Prices for our products may change from time to time, but changes will not affect any order you have already placed.
- 5.3 We reserve the right to adjust prices, offers, products and their specifications at our discretion at any time before (but not after) we accept your order.
- 5.4 We use our best efforts to ensure that the prices of products are correct at the time when the relevant information was entered onto the Website system. However, please see section 5.6 for what happens if we discover an error in the price of products you ordered.
- 5.5 **Mix Any Six & Save.** Our Mix Any Six & Save pricing is measured against single bottle unit pricing. In the event we offer a further discount on our Mix Any Six & Save ongoing pricing during a promotional period, such available saving will always be compared to the single bottle unit price. For more information on our Mix Any Six & Save offering and further discounts as shown on this website or in store, please contact or ask a member of staff in the Jersey store.
- 5.6 The price of the products does not include delivery charges, which may be payable by you depending on the value of your order. Our delivery charge (if applicable) are as advised to you during the check-out process before you confirm your order. The total cost of your order will be set out on the checkout page of the Website. For our delivery charges please visit <https://www.majestic.je/delivery.html>. [Please note that, as per the Single Use Plastics etc. (Restrictions) (Jersey) Law 2021, we do not issue single use carrier bags and minimum prices apply per reusable bags.]
- 5.7 We sell many products through our Website. It is always possible that, despite our best efforts, some of the products on our Website may be incorrectly priced or sized (in relation to the unit or case). If we discover an error in the price of the products you have ordered we will, at our discretion, either cancel your order and notify you of the cancellation or contact you to inform you of this error and we will give you the option of continuing to purchase the products at the correct price or cancelling your order. We are not obliged to supply products at the incorrect price, case or unit size.

6 Our products

- 6.1 The images of the products on our Website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that your device's (that being computer, phone or tablet) display of the colours accurately reflect the colour of the products. Your products may vary slightly from those images.
- 6.2 We reserve the right to amend the products if required by any applicable statutory or regulatory requirement.
- 6.3 All product measurements are approximate only and the packaging of the products may vary from that shown in images on our Website.

7 How to pay

- 7.1 You can pay for the products via PayPal, American Express, Mastercard and Visa.

- 7.2 Payment for the products and any applicable delivery charge is in advance of delivery, and we will take payment from you at the point that we dispatch your order to you. If you are ordering via the Jersey store by phone or email, a member of the team in store will take your payment over the phone.

8 Returns and right for you to cancel your contract – ordering via our Website

- 8.1 If you want to cancel or return the products because they are faulty or you have received the wrong product, you must email us at jer@majestic.co.uk or contact our Jersey store by telephone on 01534 481 500 (Monday-Wednesday: 10-19:00, Thursday-Friday: 10-20:00, Saturday: 9-19:00, Sunday: 10-17:00) or by post addressed to our The Powerhouse, Queens Road, St Helier, Jersey, JE4 8NY. If you are emailing us or writing to us, please include details of your order to help us to identify it (including your order number, your full name and your email address). This right will not apply to any products purchased in the UK or via our UK website.

9 Cancellation by us

- 9.1 We reserve the right to cancel the contract between us if:
- (a) we have insufficient stock to deliver the products you have ordered (and you have not opted for any substitutions);
 - (b) one or more of the products you ordered was listed at an incorrect price due to a typographical error or an error in the pricing information received by us from our suppliers.
- 9.2 If we cancel your contract we will notify you by email and will refund any payment taken by us to the credit card or debit card, that you used to pay for the products with, as soon as possible but in any event within 30 days of your order. We will not be obliged to offer any additional compensation for disappointment suffered.

10 Delivery of products to you

- 10.1 We will deliver the products ordered by you to the address for delivery as stated on your Majestic Jersey customer account or as otherwise provided by you at the time you make your order.
- 10.2 The products will be delivered to you via our standard delivery service, with an estimate timeframe of 2-7 days to deliver.
- 10.3 You will receive an email from the Jersey Majestic store confirming that your order has been dispatched to you.
- 10.4 Delivery timeframes are not binding and are provided as estimate only. Therefore, the delivery timeframes cannot be relied upon as the guaranteed date of delivery. Occasionally our delivery to you may be affected by an event that we cannot control. See section 19 for our responsibilities when this happens.
- 10.5 Delivery of the products may be attempted by us up to three times, after which the products will be returned to us where we will ask you to contact us. If after failed delivery, you do not re-arrange delivery or collect the products from the location notified by us to you, we will contact you for further instruction and reserve the right to charge you for any further delivery costs.

- 10.6 If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we will be entitled to end the Contract and refund the cost of the order, minus a reasonable sum to cover our costs incurred from the failed delivery.
- 10.7 As payment is made by you at the point the order is accepted by the Jersey Store, you will become the owner of the products you have ordered when they have been delivered to you. Once the products have been delivered to you, they will be held at your own risk and we will not be liable for their loss, damage or destruction.
- 10.8 It is your responsibility to make sure that an authorised person over the age of 18 is present at the delivery address, at the time of delivery, to sign our courier's delivery note for the products.
- 10.9 Please note that delivery to a neighbour or nominated safe place location may not be available for age restricted items such as wine and other alcoholic beverages. We will not be liable whatsoever if an unauthorised person, at the delivery address, takes and signs for the delivery. The courier's confirmation that delivery has taken place will be binding.

11 Click & Collect

We offer a click and collect service for orders placed on the phone, website or via email to the Jersey store. You can place orders on the Website up until 3pm, to collect on the same day as the order was placed.

Please note that we may not allow you to collect the order in certain circumstances, for example if you are under the influence of alcohol.

12 Product availability and substitutions

- 12.1 Due to the nature of our products we cannot always guarantee the availability of the products (particularly specific vintage products). If we notify you that a product is unavailable after you place your order, and you have not opted for any substitutions at the point of ordering, we will contact you to either arrange a replacement or refund you the order (if payment has been taken), at your choice.
- 12.2 If you opt for substitutions when placing an order with us, this means that if a product within your order is unavailable, we will replace it with a similar product of equal or higher value of our choice.

13 Your responsibility to inspect the products on delivery

If the products are damaged, faulty or otherwise defective, you should reject them on delivery, or, if a defect is found after acceptance we will (if they are proven to be faulty), replace or refund you.

14 Our liability to you

- 14.1 If the products we deliver are not what you ordered or are damaged or defective or the delivery is of an incorrect quantity, you are entitled to a refund or replacement up to 30 days after delivery. If you wish to exercise your legal rights to reject the products(s) please contact our Jersey store team.
- 14.2 We will not be liable for any damage to the products that has been caused by you after delivery of the products.

- 14.3 Delivery timeframes are estimate only. If you do not receive the products ordered within 30 days of the date on which you ordered them, we will have no liability to you unless you notify us in writing by email or by post of the problem within 40 days of the date on which you ordered the products.
- 14.4 Depending on the time in which you notify us of a problem and subject to our right to inspect, our only obligation will be, at your option:
- (a) to make good any shortage or non-delivery;
 - (b) to replace any products that are damaged or defective; or
 - (c) to refund to you the amount paid by you for the products in question.
- 14.5 You agree not to use the products for any commercial, business or re-sale purposes. We will not be liable to you for any indirect or consequential loss, damage or expenses howsoever arising out of any problem you notify to us under this condition.
- 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 other liability to the extent it cannot be excluded or limited under applicable law including (as applicable) under the Consumer Protection (Unfair Practices) (Jersey) Law 2018, the Supply of Goods and Services (Jersey) Law 2009, the Distance Selling (Jersey) Law 2007, and the Consumer Safety (Jersey) Law 2006, such applicable law as amended, updated and in force from time to time.
- 14.7 We will 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 products in question, in accordance with these terms and conditions. If we fail to comply with our contract, we are only responsible for loss or damage you suffer that is a foreseeable result of failure to comply with this Contract or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it were an obvious consequence of our breach or if it was contemplated by both you and us at the time we entered the Contract.

15 **Our No Quibble Guarantee**

If you have ordered a bottle of wine from our Majestic Jersey store (either in-store or via the Website) which you did not enjoy, and provided it is still within the recommended drink date and has been stored in suitable conditions, we will arrange to replace the bottle with a product to your satisfaction or give you a refund. In accordance with these terms and conditions we reserve the right not to refund or replace any products that were damaged by you or where we reasonably suspect that your return or claim is not genuine. For more information on our No Quibble Guarantee, please [click here](#) for more information.

16 **Notices**

Unless otherwise expressly stated in these terms and conditions, all notices from you to us must be in writing and sent to our contact address at jer@majestic.co.uk and all notices from us to you will be displayed on our Website from to time.

17 Events that we cannot control

We shall have no liability to you for any failure to deliver products you have ordered or any delay in doing so or for any damage or defect to products delivered that is caused by any event or circumstance beyond our reasonable control including, without limitation, strikes, lock-outs and other industrial disputes, breakdown of systems or network access, flood, fire, explosion or accident.

18 Invalid terms

If any part of these terms and conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

19 How we use your personal information

19.1 To supply you with the products we will need to collect and process your personal data. In doing so, we will comply with all applicable data protection laws when processing any personal data in order to fulfil our obligations to you. To find out more information about how we collect, process and store your personal data, please refer to our [Privacy Policy](#) and [Cookie Policy](#).

19.2 When creating a Majestic Jersey customer account with us and/or purchasing products from us, you acknowledge and agree to be bound by the terms of our [Privacy Policy](#) and [Cookie Policy](#).

19.3 Please note that any changes you make to email contact preferences (including any marketing preferences) usually take between 2-7 days to take effect, but in some instances may take as long as 28 days to take effect. Therefore, please note these timescales when updating or changing your preferences as you may still receive email communications from us for a period of time after making the request.

20 Third party rights

Except for our affiliates, directors, employees or representatives, nothing in this contract is intended to or will create any benefit for or right to enforce any of the Terms of the Contract to any third party.

21 Governing law

We will try and solve any disagreements quickly and efficiently. If you are not happy with the way we deal with any disagreement and you want to take Court proceedings, then Jersey law will apply and you may bring proceedings in respect of the Products in the courts of Jersey.

22 Complaints and contacting us

22.1 If you need to contact us with a complaint or any other issue with your order or your experience with us, please contact us at jer@majestic.co.uk giving as much detail as you can about the issue and your order. We will do our best to acknowledge all complaints within 48 working hours and to resolve your complaint within a further 72 working hours. You will be kept informed if there is any delay beyond this timescale.

22.2 If you have any queries about your order, please contact our Jersey store via telephone on [01534 481 500](tel:01534481500) or email at jer@majestic.co.uk.

23 These terms and conditions

- 23.1 These terms and conditions (together with our Privacy Notice and Cookies Policy) apply to all orders you place and any purchases you make via this website, telephone or email where you are purchasing as a consumer for private consumption and not for commercial purposes.
- 23.2 Nothing in these terms and conditions will affect your legal rights in relation to products that are faulty or not as described. Advice about your legal rights is available from your local Citizens Advice Bureau or Trading Standards office.
- 23.3 We may change these terms and conditions at any time and without notice to you in relation to future sales. Any changes will take effect on the date that the terms and conditions are published. Therefore, please check and ensure that you understand the terms and conditions which will apply at the time you purchase any products.