

## City of Manchester Distillery Terms & Conditions

### T&C's

1. Definitions
2. Use of the website
3. Privacy
4. Orders
5. Re-scheduling & Refund Policy
6. Insurance
7. General

Welcome to Manchester Three Rivers website Terms & Conditions for use. These Terms & Conditions apply to the use of this Website and by accessing this Website and/or placing an order you agree to be bound by the terms and conditions set out below. If you do not agree to be bound by these terms and conditions you may not use or access this Website.

Before you place an order, if you have any questions relating to these Terms & Conditions, please contact us by email at [info@manchesterthreerivers.com](mailto:info@manchesterthreerivers.com) or call us on 0161 839 2667 between 9:00am – 5:00pm, Monday to Friday (excluding Bank holidays).

#### 1. DEFINITIONS

"Experience" means the Gin Experience displayed for sale on the Website. "Users" means the users of the Website collectively; "Personal Information" means the details provided by you on registration and purchase; "We/Us" means Manchester Three Rivers, City of Manchester Distillery and Central Line Holdings Ltd; "Website" means the website located at [www.manchesterthreerivers.com](http://www.manchesterthreerivers.com) or any subsequent URL which may replace it; "United Kingdom" means England, Wales, Scotland, Northern Ireland and the Channel Islands and "You" means a user of this Website.

#### 2. USE OF THE WEBSITE

##### **Access**

You are provided with access to this Website in accordance with these Conditions and any orders placed by you must be placed strictly in accordance with these Conditions.

##### **Registration**

You warrant that the Personal Information which you are required to provide when you register as a customer is true, accurate, current and complete in all respects; and you will notify us immediately of any changes to the Personal Information by updating your information by contacting us by e-mail at [info@manchesterthreerivers.com](mailto:info@manchesterthreerivers.com) by email or call us on 0161 839 2667 between 9:00am – 5:00pm, Monday to Friday (excluding Bank holidays). You agree not to impersonate any other person or entity or to use a false name or a name that you are not authorised to use.

## **Indemnity**

You agree fully to indemnify, defend and hold us, and our officers, directors, employees, agents and suppliers, harmless immediately on demand, from and against all claims, liability, damages, losses, costs and expenses, including reasonable legal fees, arising out of any breach of the Conditions by you or any other liabilities arising out of your use of this Website, or the use by any other person accessing the Website using your shopping account and/or your personal information.

## **Our Rights**

We reserve the right to:

Modify or withdraw, temporarily or permanently, this Website (or any part thereof) with or without notice to you and you confirm that we shall not be liable to you or any third party for any modification to or withdrawal of the Website; and/or

Change the Conditions from time to time, and your continued use of the Website (or any part thereof) following such change shall be deemed to be your acceptance of such change. It is your responsibility to check regularly to determine whether the Conditions have been changed. If you do not agree to any change to the Conditions then you must immediately stop using the Website.

## **3. PRIVACY**

At the City of Manchester Distillery we respect your privacy.

- We will not ask you for personal information unless it is required to deliver you specific information, services or products;
- We will not share your personal information with anyone except to comply with the law, improve our products, or protect our rights;

## **4. ORDERS**

### **Details**

We will take all reasonable care, in so far as it is in our power to do so, to keep the details of your order and payment secure, but in the absence of negligence on our part we cannot be held liable for any loss you may suffer if a third party procures unauthorised access to any data you provide when accessing or ordering from the Website.

If an order confirmation is not received then please contact us by email at [info@manchesterthreerivers.com](mailto:info@manchesterthreerivers.com) or call us on 0161 839 2667 between 9:00am – 5:00pm, Monday to Friday (excluding Bank holidays).

### **Payment**

We accept the following major payment cards only; Visa, Visa Electron, Maestro. Payment will, be debited from your account upon receipt of your order. You are responsible for confirming that you are the legitimate holder of the credit/debit card and that your details are correct. All credit/debit cardholders are subject to validation checks and authorisation by the card issuer.

If the issuer of your payment card refuses to authorise payment, we will not be able to process your order and a message will appear informing you that the transaction cannot be processed.

## 5. RE-SCHEDULING & REFUND POLICY

You may cancel or re-schedule an experience up to 5 days in advance of the date of the experience. This must be done by phone by contacting us on 0161 839 2667 between 9:00am – 5:00pm, Monday to Friday (excluding Bank holidays).

We reserve the right to reschedule a Gin Experience without refund if we give you a minimum of 5 days' written notice, which can take the form of an email correspondence to the email address you provided upon order.

If we take the step to cancel a Gin Experience through no fault of yours then we shall notify you in writing in the form of an email to the email address provided upon order, and issue a refund in full to the payment card used for the booking, excluding any booking fees if applicable.

## 6. INSURANCE

We hold public liability insurance.

Gin Experience: We reserve the right to withdraw participants from the experience if they present a safety concern, for whatever reason.

## 7. GENERAL

### **Intellectual property and Right to Use**

You acknowledge and agree that all copyright, trademarks and all other intellectual property rights in all material or content supplied as part of the Website shall remain at all times vested in us or our licensors. You are permitted to use this material only as expressly authorised by us, or our licensors. You acknowledge and agree that the material and content contained within the Website is made available for your personal non-commercial use only and that you may (if necessary to make a Purchase) download such material and content onto only one computer hard drive for such purpose. Any other use of the material and content of the Website is strictly prohibited. You agree not to (and agree not to assist or facilitate any third party to) copy, reproduce, transmit, publish, display, distribute, commercially exploit or create derivative works of such material and content.

You acknowledge and agree that anything created by you during the experience using Manchester Three Rivers' equipment and on our premises, shall be solely owned by us and we will carry all rights of reproduction and right of use.

### **Compliance with Laws**

The Website may be used only for lawful purposes and in a lawful manner. You agree to comply with all applicable laws, statutes and regulations regarding the Website and any transactions conducted on or through the Website

### **Limitation of Liability**

While we will use reasonable endeavours to verify the accuracy of any information we place on the Website, we make no warranties, whether express or implied in relation to its accuracy. The Website is provided on an "as is" and "as available" basis without any representation or endorsement made and we make no warranties of any kind, whether express or implied, in relation to the Website, or any transaction that may be conducted on or through the Website including but not limited to,

implied warranties of non-infringement, compatibility, security, accuracy, conditions of completeness, or any implied warranty arising from course of dealing or usage or trade.

We make no warranty that the Website will meet your requirements or will be uninterrupted, timely or error-free, that defects will be corrected, or that the site or the server that makes it available are free of viruses or bugs or represents the full functionality, accuracy, reliability of the Website. We will not be responsible or liable to you for any loss of content or material uploaded or transmitted through the Website.

To the fullest extent permissible under applicable law, we disclaim any and all warranties of any kind, whether express or implied, in relation to the Products. This does not affect your statutory rights as a consumer, nor does it affect your Contract Cancellation Rights.

We will not be liable, in contract, tort (including, without limitation, negligence), pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise out of or in connection with the Conditions for:

Any economic losses (including without limitation loss of revenues, profits, contracts, business or anticipated savings); or Any loss of goodwill or reputation; or Any special or indirect losses suffered or incurred by that party arising out of or in connection with the provisions of any matter under the Conditions.

Nothing in the Conditions shall exclude or limit our liability for death or personal injury resulting from our negligence or that of our

### **Severance**

If any part of the Conditions shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed to be severable from the Conditions and shall not affect the validity and enforceability of any of the remaining provisions of the Conditions.

### **Waiver**

No waiver by us shall be construed as a waiver of any proceeding or succeeding breach of any provision.

### **Survival**

Each provision of the Conditions shall be construed as separately applying and surviving even if for any reason one or other of those provisions is held to be inapplicable or unenforceable in any circumstances

### **Entire Agreement**

These Conditions govern our relationship with you. Any changes to these Conditions must be in writing and signed by both parties. In this way, we can avoid any problems surrounding what we and you are expected to do. You confirm that, in agreeing to accept the Conditions, you have not relied on any representation save insofar as the same has expressly been made a term of these Conditions and you agree that you shall have no remedy in respect of any representation. Your Statutory Rights are not affected by these terms and conditions. Nothing in this Clause shall limit or exclude our liability in respect of any fraudulent or negligent misrepresentation whether or not such has become a term of the Conditions.

**Law**

The Conditions shall be governed by and construed in accordance with the laws of England and you irrevocably submit to the exclusive jurisdiction of the courts of England.

**Contact**

The company address of Central Line Holdings is Unit 21 Red Bank Parade, Manchester, M4 4HF. Registered in England. Company registration number: 9742092.