

TERMS & CONDITIONS

INTRODUCTION

These terms and conditions govern your use of our website; by using our website, you accept these terms and conditions in full. If you disagree with these terms and conditions or any part of these terms and conditions, you must not use our website.

LICENCE TO USE WEBSITE

Unless otherwise stated, we or our licensors own the intellectual property rights in the website and material on the website. Subject to the licence below, all these intellectual property rights are reserved.

You may view, download for caching purposes only, and print pages from the website for your own personal use, subject to the restrictions set out below and elsewhere in these terms and conditions.

You must not:

- (a) republish material from this website (including republication on another website);
- (b) sell, rent or sub-license material from the website;
- (c) show any material from the website in public;
- (d) reproduce, duplicate, copy or otherwise exploit material on our website for a commercial purpose;
- (e) edit or otherwise modify any material on the website;
- (f) redistribute material from this website except for content specifically and expressly made available for redistribution (such as our newsletter).

ACCEPTABLE USE

You must not use our website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal,

fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent.

You must not use our website to transmit or send unsolicited commercial communications.

You must not use our website for any purposes related to marketing without our express written consent.

RESTRICTED ACCESS

Access to certain areas of our website is restricted. We reserve the right to restrict access to areas of our website, or indeed our whole website, at our discretion.

If we provide you with a user id and password to enable you to access restricted areas of our website or other content or services, you must ensure that that user id and password is kept confidential.

We may disable your user id and password in our sole discretion without notice or explanation.

User generated content in these terms and conditions, "your user content" means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to our website, for whatever purpose.

You grant to us a worldwide, irrevocable, non-exclusive, royalty-free licence to use, reproduce, adapt, publish, translate and distribute your user content in any existing or future media. You also grant to us the right to sub-license these rights, and the right to bring an action for infringement of these rights.

Your user content must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against you or us or a third party (in each case under any applicable law).

You must not submit any user content to the website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

We reserve the right to edit or remove any material submitted to our website, or stored on our servers, or hosted or published upon our website.

Notwithstanding our rights under these terms and conditions in relation to user content, we do not undertake to monitor the submission of such content to, or the publication of such content on, our website.

LIMITED WARRANTIES

Whilst we endeavour to ensure that the information on this website (excluding user content) is correct, we do not warrant its completeness or accuracy; nor do we commit to ensuring that the website remains available or that the material on the website is kept up-to-date.

To the maximum extent permitted by applicable law we exclude all representations, warranties and conditions relating to this website and the use of this website (including, without limitation, any warranties implied by law of satisfactory quality, fitness for purpose and/or the use of reasonable care and skill).

LIMITATIONS OF LIABILITY

Nothing in these terms and conditions (or elsewhere on our website) will exclude or limit our liability for fraud, for death or personal injury caused by our negligence, or for any other liability which cannot be excluded or limited under applicable law.

Subject to this, our liability to you in relation to the use of our website or under or in connection with these terms and conditions, whether in contract, tort (including negligence) or otherwise, will be limited as follows:

(a) to the extent that the website and the information and services on the website are provided free-of-charge, we will not be liable for any loss or damage of any nature;

(b) we will not be liable for any consequential, indirect or special loss or damage;

(c) we will not be liable for any loss of profit, income, revenue, anticipated savings, contracts, business, goodwill, reputation, data, or information;

(d) we will not be liable for any loss or damage arising out of any event or events beyond our reasonable control;

(e) our maximum liability in relation to any event or series of related events will be limited to £1.00 GDP.

INDEMNITY

You hereby indemnify us and undertake to keep us indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute on the advice of our legal advisers) incurred or suffered by us arising out of any breach by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms and conditions.

BREACHES OF THESE TERMS AND CONDITIONS

Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, we may take such action as we deem appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

VARIATION

We may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of our website from the date of the publication of the revised terms and conditions on our website. Please check this page regularly to ensure you are familiar with the current version.

ASSIGNMENT

We may transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

SEVERABILITY

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

EXCLUSION OF THIRD PARTY RIGHTS

These terms and conditions are for the benefit of you and us, and are not intended to benefit any third party or be enforceable by any third party. The exercise of our and your rights in relation to these terms and conditions is not subject to the consent of any third party.

ENTIRE AGREEMENT

These terms and conditions, together with our privacy policy, constitute the entire agreement between you and us in relation to your use of our website, and supersede all previous agreements in respect of your use of this website.

LAW AND JURISDICTION

These terms and conditions will be governed by and construed in accordance with English law, and any disputes relating to these terms and conditions will be subject to the [non-]exclusive jurisdiction of the courts of England and Wales.

LEGAL AGE

By agreeing to these terms you confirm that you are above the legal age of alcohol consumption in your country (18 in the UK).

RESPONSIBLE DRINKING

Please always remember to drink responsibly.

FORWARD ADVICE NOTICE

Please note that this Page and all content on it is intended for adults, please do not forward the content on this page to anyone under the age of 18.

By purchasing any product from this page you confirm you are over the age of 18.

PURCHASE

The contract of purchase is made between the retailer; John E Fells & Sons Ltd (the UK importers of Cockburn's Port) and the customer.

DELIVERY AND POSTAGE

The purchase price of the Port includes UK excise duty, VAT and delivery to most addresses in the UK. Deliveries to addresses outside of the UK, or in the Scottish Highlands & Islands, the Isle of Wight, the Isle of Man and the Channel Islands may incur a surcharge.

John E Fells & Sons Ltd will send the Port in appropriate packaging using a dedicated courier service, but cannot assume responsibility for any damage, delays or loss as a result of the shipping process.

In the event that no one is available to receive delivery of the Port, the courier will hold the Port at the local distribution centre for up to 5 days, where delivery can be rearranged, or the Port can be collected in person. After 5 days, the Port will be returned to John E Fells & Sons Ltd, and any charges for returns and redeliveries will be passed on to the recipient.

OUR DETAILS

The full name of our company is John E Fells & Sons Ltd

We are registered in England & Wales under registration number: 167004

You can contact us by email to info@fells.co.uk