



TERMS AND CONDITIONS

EDITOR

The “proseccocasanova.com” (the Site) is produced by « Carat Lux Ltd », a UK company, having its Registered Office at London, 1 Babmaes Street, registered Company number assigned by Companies House is 08843396. For any enquiry regarding the Site, please contact us by sending an e-mail to: info@proseccocasamova.com

HOSTING

The www.proseccocasamova.com website is hosted by the company Hetzner, having its registered office at: Industriestraße 25,91710 Gunzenhausen, Tél : +49 9831 5050 Web site: <http://www.hetzner.de>

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Any use of this Site by any person (“you” or the “user”) is governed by these terms & conditions of use (Terms & Conditions”). The purpose of these Terms & Conditions is to define the conditions of access, navigation and use of the Site.

By accessing and using this Site, you accept without restriction to apply these Terms and Conditions as well as the provisions concerning the protection of personal data (read the Privacy & Cookies Policy). The Company may revise or update these Terms and Conditions and the Privacy & Cookies Policy at any time and without notice. It is your responsibility to re-read these Terms and Conditions and the Privacy & Cookies Policy on a regular basis.

The Company provides this Site only for people who have reached the legal age to consume and/or purchase alcoholic beverages (whichever is the higher) in their country of residence and provided that the consumption and/or purchase of alcoholic beverages is legal.

1. NAVIGATION ON THE SITE

1.1 Access to the Site

Necessary hardware and software to access Internet and this Site are under sole liability of the users. The Company reserves the right, in its absolute discretion, to suspend or terminate access or navigation to all or part of the Site and/or its content and/or the available services without prior notice and without entitling any user to claim any indemnity or compensation.

It is forbidden to modify the software or any element of it or to use a modified version of the software, in order to obtain unauthorized access to the Site.

1.2 Links

The Site may include links to other web sites or other internet sources. As the Company cannot control these web sites and external sources, the Company cannot be held responsible for the provision or display of these web sites and external sources, and may not be held liable for the content, advertising, products, services or any other material available on or from these web sites or external sources. Furthermore, the Company cannot be held responsible for any demonstrated or alleged harm or losses resulting from (directly or indirectly) or in relation to the use of, or the fact of having had confidence in, the content, goods or services available on these web sites or external sources.

1.3 User responsible behaviour

Each user warrants:

- to be of minimum age legally required to consume and/or purchase alcohol in accordance with the regulations of user's country of residence,
- to use the Site for user's personal and lawful use only, excluding therefore any other commercial use without the prior written consent of the Company,
- to provide, when relevant, personal data being true, up-to-date and accurate.

When using the Site, users must behave responsibly, lawfully, with courtesy and respect towards other users, the Company, its subsidiaries, affiliates and third parties.

User must notably refrain from:

- uploading, displaying, sending by e-mail or by any other mean any file containing viruses, codes, text files, software or similar items which could disrupt, interrupt, destroy, damage or limit functionalities of any software, hardware or telecommunication material
- disrupting or interrupting the Site, its servers or networks connected to the Site, or infringing the related requirements, procedures or rules,
- infringing (including any attempt) the Site functioning, notably by exposing the Site to viruses, creating an overload of consultation of the Site or its servers, sending "spams" or overloading the Site messaging system,
- consulting privileged or non public information or accessing a server or account for which the user is not expressly granted access to,
- trying to assess or test the Site vulnerability, breaching security or authentication measures of the Site without the prior written consent of the Company,
- uploading, displaying, sending by e-mail or by any other mean any illegal, detrimental, defamatory, offensive, racist, vulgar, obscene, threatening, violent, against decency, infringing third parties rights, chocking or disparaging content or the like,
- sending or forwarding by e-mail or by any other mean any content of the Site to people under the legal alcohol drinking and/or purchasing age in their country of residence.

Each user must comply with any and all applicable regulations, laws and rules related to user's behaviour on the Internet and transmission of technical data.

When relevant, the Company reserves the right in its absolute discretion to terminate or withdraw any user's access to the Site without notice in case of breach of the user's obligations under these Terms & Conditions, without prejudice to claim damages to such defaulting user.

1.4 User generated content (when applicable)

Users are solely liable of any content they may post or upload onto the Site and the consequences of disclosing or broadcasting such content. The Company does not adhere or approve any content, opinion, suggestion or notice generated by users and the Company declines any and all responsibility and liability in respect of any such content.

However, the Company reserves the right, but not the obligation, to monitor use of the Site and to remove any content which, in its sole discretion, would breach these Terms & Conditions, may be offensive, illegal or otherwise objectionable in any way.

User accepts that the Company may freely and peacefully use, at no cost and without any restriction, any content posted onto the Site.

2 PROTECTION OF THE SITE CONTENT

The Site and each of its elements (including all text, images, web pages, sound, video, designs, trademarks, logos and other material on or accessible via the Site) as well as any software required to be used in relation to the former, data bases and newsletters (the "Content"), may contain confidential information and information that is protected by intellectual property rights or other legislations. Unless otherwise expressly stated on the Site, the Company exclusively owns all intellectual property rights related to the Content and the Company does not grant any user with any license or other right other than a right to view the Site. The reproduction of the Content (in whole or in part) of the Site is authorized for the sole purpose of information for a personal and private use. Any reproduction or use or other exploitation of Content for any other purposes (whatever the manner or the kind) is expressly prohibited.

Users must not copy, modify, create derivative pieces of work, assemble, decompile, assign, sub-licence or transfer in any way any content of the Site or any material (including software) related to the Site.

3 PERSONAL DATA

The Company ensures the protection of personal information disclosed by users of the Site. The Company invites users to consult the Privacy & Cookies Policy which indicates the provisions implemented to guarantee the treatment of personal data. Collection, treatment, use, transmission, keeping and protection of users' personal information are governed by the Privacy & Cookies Policy.

4 RESPONSIBILITY

The Company endeavors to ensure as far as possible, that the information provided on this Site is correct and up-to-date. However, the Company can not guarantee the correctness, accuracy or exhaustiveness of the information provided on the Site.

The Company allows free access to the Site and declines all responsibility and may not be held liable in any case:

- for any interruption in provision of the Site or services accessible via the Site,

- for the occurrence of bugs, viruses and similar technical issues adversely affecting your ability to access this Site,
- for any inaccuracy, isolated and unforeseen error or omission relating to information or Content available on the Site,
- for any damage resulting from a fraudulent intrusion by a third party,
- and more generally, for any direct or indirect or consequential harm, loss or damage, whatever the cause, origin, nature or consequences, which may occur as a result of any type of access to the Site or any inability to access it or the credit given to any piece of information coming directly or indirectly from the latter.

5 GOVERNING LAW AND JURISDICTION ATTRIBUTION

These Terms & Conditions (and the Privacy & Cookies Policy) are governed by UK law. Unless imperative legal provision to the contrary, users and the Company hereby irrevocably submit to the exclusive jurisdiction of the competent courts of London (UK) any claim or matter arising under or in connection with the Content or use of the Site, including in case of guarantee, plurality of defendants or summary proceedings.

6 PRICES AND PAYMENT

The description and price of any Products or Services will be as quoted either from our price list, brochure and or website. Our site contains a large number of Products and Services, and it is possible that, despite our best efforts, some of the Products or Services listed on our site may be incorrectly priced. We will normally verify prices as part of our dispatch procedures so that, where a Product's correct price is less than our stated price, we will charge the lower amount when dispatching the Product to you. If a Product's correct price is higher than the price stated on our site, we will normally, at our discretion, either contact you for instructions before dispatching the Product, or reject your order and notify you of such rejection within 7 days.

All prices shown on our website include (where applicable) are in Pound (£) Sterling for UK and rest of World are in EURO and are inclusive of VAT.

Prices are liable to change at any time, but changes will not affect orders in respect of which we have already sent you a Dispatch Confirmation.

Payment for all Products and Services must be by credit, debit card or paypal. We accept payment with Visa, Amex or Mastercard. We will charge your credit or debit card at the time your order is dispatched.

Payments are debited in UK pounds sterling in UK, all rest of the world is in EURO.

By submitting an order to us through our website you represent and warrant that the payment details provided on your order are valid and correct and that when your order is accepted and processed by us, payment will be made in full.

7 DELIVERY

We will endeavour to fulfill your order by the delivery date set out in the Dispatch Confirmation, but for the avoidance of doubt, all delivery dates and times are estimates only, and we will not be liable in respect of any delay in meeting such delivery times.

7.1 DELIVERY OPTIONS

We normally deliver between 8am and 6pm Monday to Friday unless by prior arrangement.

For Next Day deliveries, orders must be placed by 12 noon. Please note, that orders placed on a Friday after 12 noon will not be delivered until the following Tuesday.

For specific date or time of delivery please contact our office in order to proceed with your delivery

7.2 DELIVERY RESTRICTIONS FOR CERTAIN POSTCODES

Please note that deliveries to the following postcodes will only be offered a Nominated Day delivery (AB26, FK19, HS, IV, KA27, PA20, PH, ZE, BT PO30, PO31 PO32, PO33, PO34, PO35, PO36), of which the first available date will be 5 days from order due to restrictions of shipments. Please contact us for more details if you need further clarification.

7.3 DELIVERY EXCLUSIONS

We do not offer delivery on weekends or bank holidays, and at various times in the year, we may have a reduced delivery schedule i.e. Christmas.

7.4 DELIVERY REQUIREMENTS

All deliveries will require a signature from an adult over the age of 18. Signing for the Products upon delivery will pass responsibility and ownership over to you, therefore if you nominate someone else to sign for the Products on your behalf, you are forfeiting your right to claim should there be any issues arising around the delivery of the Products.

7.5 MISSED DELIVERY

If you are not in to receive the Products, it is your responsibility to contact us either in writing to info@proseccocasanova.com or by calling our customer service team on +44 (0) 2037703507. If we do not hear from you within 7 days, we shall return the Products to our warehouse and issue a refund within 30 days. We reserve the right to charge for re-delivery of orders that have not been completed due to incorrect address information being supplied by the customer or where the customer is not available or not present to take receipt of the delivery.

Please contact our customs office for further information before placing your order. Please also note that you must comply with all applicable laws and regulations of the country for which the products are destined. We will not be liable for any breach by you of any such laws.

8 RETURNS & REFUNDS

Following expiry of your right to cancel (as described in the 'Your Right To Cancel' section of the Terms & Conditions of Sale, we do not offer refunds or exchanges unless the product is not of satisfactory quality or fit for purpose. Any online orders of which you have notified us in writing as cancelled, will be collected free of charge from the stated delivery address at an agreed date, un-opened (where applicable), and otherwise in the same condition in which you received them, and securely packaged in the original packaging in which they were delivered to you.

When Products are inspected upon return, if satisfactory, we will process the refund due to you within 14 days.

If you are seeking to exchange the Product for another Product, we will process the exchange as soon as reasonably practicable, and, the replacement purchase will, for the avoidance of doubt, be subject to these

terms and conditions of sale; and, where the replacement Product is of a lesser value than the exchanged Product, we will process any refund due to you within 14 days of the day you have given notice of your desire to exchange the Product for another Product and upon receipt of the returned goods.

We will only refund money received from you using the same method originally used by you to pay for your purchase. If you have paid by credit/debit card, the same card will be refunded. It is not possible to refund to a different card.

