

The Drinks by the Dram Club Terms and Conditions

1. Information about us

We are Atom Supplies Limited, trading as Drinks by the Dram, a company registered in England and Wales under company number 3193057 having its registered office at Unit 1, Ton Business Park, 2-8 Morley Road, Tonbridge, Kent, TN9 1RA, which is also our main trading address. We are registered for VAT and our VAT number is GB 662241553. We operate the website www.drinksbythedram.com.

2. These terms

- 2.1. References in these terms to:
 - 2.1.1. “**club**” means membership to the Drinks by the Dram Club;
 - 2.1.2. “**club pack**” means each and all of the monthly subscription boxes or welcome packs which are delivered to you;
 - 2.1.3. “**dispatch date**” refers to the 28th (or on or around if it is a weekend or bank holiday) of each month when club packs are dispatched on a monthly basis;
 - 2.1.4. “**member(s)**” or “**you**” means the individual who has subscribed to the club, including gift recipients of a membership;
 - 2.1.5. “**other website terms**” are to our Consumer T&Cs, Terms of Use, Acceptable Use Policy and Privacy Policy - all of which are available for your perusal [here](#). Please read these terms carefully and make sure you understand them as they will apply to you;
 - 2.1.6. “**payment date**” refers to the 25th of each month when you will be charged for your club membership;
 - 2.1.7. “**site**” means the website www.drinksbythedram.com; and
 - 2.1.8. “**us**”, “**we**”, “**our**” means Atom Supplies Limited, details above.
- 2.2. These terms will apply to every member of the club. Please also note that when you use the site and make any orders via the site, including purchasing a club membership, other website terms will apply to you. Please read these carefully and make sure that you understand them before you purchase a club membership. By purchasing a club membership and continuing to make orders via the site, you confirm that you have read, understood, and agree to these terms and other website terms.

3. Joining the club and how the contract is formed between you and us

- 3.1. You **must be at least 18 years of age** to join the club and/or use the site. You must not join the club on behalf of someone else who is under 18 years of age or gift a club membership to someone who is under 18 years of age or do anything consistent with allowing a person under 18 years of age to benefit from the club.
- 3.2. Joining the club is easy. Visit the club subscription page [here](#), choose the mode of subscription you would like to purchase, add that to your cart and proceed to complete check out.
- 3.3. Upon completing the purchase of a club subscription, you will receive an automatic notification confirming that you have successfully made the purchase. For the avoidance of doubt, your purchase will only be deemed complete if the payment has been successfully processed. The contract between you and us is formed on completion of purchase of your club membership.

4. Club membership

- 4.1. Each club membership will be either: (i) a **rolling subscription**; or (ii) on a **fixed term subscription**:
 - 4.1.1. **rolling subscription** means there is a 3-months initial subscription period and the membership automatically renews on a 1-month rolling basis thereafter. **This means that you will not be able to cancel the subscription in the first 3 months.** This does not however affect your right to cancel within the 14 days cooling-off period outlined further in paragraph 7 below. More information on how to cancel your club membership generally in paragraphs 7 - 9 below.
 - 4.1.2. **fixed term subscription** means you can choose to subscribe to a 3-months, 6-months or 12-months fixed term subscription, your membership automatically lapses after the relevant fixed period. This does not however affect your right to cancel within the 14 days cooling-off period outlined further in paragraph 7 below. More information on how to cancel your club membership generally in paragraphs 7 - 9 below.
- 4.2. Each club membership entitles you to a monthly delivery of a box of 5 specially chosen 3cl drams of spirit drink delivered to a valid United Kingdom or European Union address and other perks as outlined in paragraph 10 below. The type of spirit drink or relevant selection of club pack available will be as listed on the site from time to time.
- 4.3. All new club members will receive their 1st club pack delivery accompanied with 1 complimentary welcome pack, which consists of 2 tasting glasses and a welcome letter with further details on how to redeem your other perks as outlined in paragraph 10 below. We reserve our right to amend the contents of any welcome packs from time to time should it become necessary and subject to stock availability.
- 4.4. Each club member will be allowed to: (1) change their subscription to another spirit drink club pack or other relevant selections as they become available on the site; (2) increase or decrease the quantity of club packs to be received (provided that any decreases in quantity will not mean the quantity of club packs to be received equals to 0); and (3) request a delivery to be skipped. You can make these changes by logging into your account on the site and manage your subscription. For a change to be reflected in an upcoming delivery, you will need to complete the change request at least 24 hours prior to the payment date (i.e. the 25th of the relevant month).
- 4.5. The images on the site are for illustrative purposes only. We make reasonable efforts to display accurate appearance of each club pack but the club packs may vary slightly from the images shown on the site.
- 4.6. Club packs may be accompanied by tasting notes. These tasting notes are written by our in-house tasting team. Please note that tasting is entirely subjective and different people will have different experiences of the same product. The tasting notes do not form part of the description of any club pack or the contents of any club pack.

5. Price and payment

- 5.1. For **rolling subscriptions**, you acknowledge and agree that **you will have a recurring payment obligation to us.** As part of the checkout process, you will be required to provide your payment details using any of the payment methods as listed on the site. You will be charged immediately for your 1st club pack on purchase of a club membership on the site. Thereafter, you will be charged on the 25th day of each month via the payment method you chose. You accept responsibility for all recurring charges until such time a valid cancellation is processed.
- 5.2. For **fixed term subscriptions**, you acknowledge and agree that you will be charged immediately for the full price required for the entire duration of your subscription upon purchase.
- 5.3. General price and payments:

- 5.3.1. If you are a gift recipient of a club membership, the individual who purchased the membership will be liable for the payment obligations set out herein. Save for the payment obligations, the remainder of these terms and conditions will continue to apply to the gift recipient who redeems a club membership.
- 5.3.2. Prices of club membership, including but not limited to any discounts offered, will be as quoted on the site at the time of your purchase of a club membership. **All prices are exclusive of delivery charges**, you will be quoted delivery charge at checkout.
- 5.3.3. We take all reasonable care to ensure that the prices displayed are correct for each club membership at all material times and use reasonable endeavours to rectify any errors should they arise.
- 5.3.4. We reserve our right to change the prices to any club membership at any time for whatever reason and in our sole discretion, this will however not affect any purchases already accepted or orders already placed.

6. Delivery

- 6.1. **Each club pack will be dispatched on or around the 28th day of each month.** You will receive a reminder that your club pack is being delivered prior to dispatch.
- 6.2. If no one is available at your address to take delivery and you give us no other instructions at the time of purchase, our carriers will usually leave your parcel in a safe place, leave your parcel with a neighbour, or leave you a note which informs you that they have attempted delivery. Delivery shall be deemed complete when our carrier delivers that club pack to your person or to someone who was rightfully at your address or when our carrier delivers the club pack using one of the methods as outlined in this paragraph.
- 6.3. **It is your responsibility to inform us of any special delivery instructions at the time of purchasing a club membership. It is also your responsibility to inform us of any changes to your details and delivery address at any point whilst your membership is active. You can do this either by sending us an email at customerservice@drinksbythedram.com (with your account email, delivery postcode, and any other information that we may require from you in order to process the change) or by logging into your account on the site and making the relevant changes. Note that any changes made on a payment date or dispatch date of a relevant month may not come into effect until the subsequent month.**
- 6.4. We do not accept any responsibility for delayed or failed delivery of any delivery of any club pack which results from your failure to provide correct information (address, delivery instructions, or otherwise).
- 6.5. You own each club pack upon dispatch from our premises. Once delivery is completed, the risk of any damage or loss will be with you. We will not be liable for any damage, defect or loss which may occur thereafter.
- 6.6. If you make a purchase of club membership on or after a payment date or on or after a dispatch date, you may receive your 1st club pack in the subsequent month. This means that, for example, if you purchase a subscription between 25th - 28th July, your 1st club pack will be dispatched on 28th August. This should however not affect other perks associated with a club membership.

7. Cancellation and refunds within the 14 days cooling-off period

- 7.1. The cooling-off period means 14 days after your initial purchase of a club membership or 14 days after receiving your 1st club pack. Within this cooling-off period, you are free to cancel your club membership for whatever reason. All you need to do is let us know either by sending us an email at customerservice@drinksbythedram.com (with your account email, delivery postcode, and any other information that we may require from you

in order to process the cancellation) or by logging into your account on the site and making the relevant request.

- 7.2. If you cancel within the cooling-off period and no club packs have been dispatched to you, we will issue a full refund to you as soon as possible after the cancellation is being processed.
- 7.3. If you cancel within the cooling-off period and relevant club packs have been dispatched to you:
 - 7.3.1. we will only issue a full refund on the condition that you return any relevant club pack to us in good and satisfactory condition at **Drinks by the Darm Returns, Unit 3, Ton Business Park, 2-8 Morley Road, Tonbridge, Kent, TN9 1RA** along with any copies of paperwork we require you to include with the return as notified to you;
 - 7.3.2. you will be responsible for the cost of returning any relevant club pack received by you;
 - 7.3.3. if you return any relevant club pack to us damaged in a way that reduces the value of the club pack, we will only be able to issue a partial refund;
 - 7.3.4. if you fail to return any club pack, you will receive only a partial refund.

8. Cancellation and refunds after the cooling-off period

- 8.1. **You will not be able to cancel your subscription obligations after the cooling-off period but we will endeavour to assist you on a case-by-case basis in our sole and absolute discretion.**
- 8.2. For **rolling subscriptions**, you can cancel your rolling club membership after the initial 3-months subscription either by sending us an email at customerservice@drinksbythedram.com (with your account email, delivery postcode, and any other information that we may require from you in order to process the cancellation) or by logging into your account on the site and making the relevant request. Any cancellations after the initial 3-months subscription must be made prior to a payment date to take effect for that month. If you effect a cancellation on or after the payment date, the cancellation may only take effect in the subsequent month. However, we endeavour to help you as much as we reasonably can, so if you are experiencing any difficulties, please just send us an email at customerservice@drinksbythedram.com.
- 8.3. For **fixed term subscriptions**, your club membership will lapse after the relevant term. Please email customerservice@drinksbythedram.com should you require assistance.

9. General cancellation and refunds

- 9.1. We will only refund you using the same method that you used to make payment.
- 9.2. If we consider that you are intending to frustrate or hinder our performance of the contract (or that you have frustrated or hindered that performance), whilst acting reasonably and in good faith, we may (though are not required to) treat your club membership as cancelled, end the contract and notify you in writing.
- 9.3. We reserve the right to cancel a club membership, end the contract, refuse to deliver a club pack and inform law enforcement agencies in circumstances where we consider (acting reasonably but in our absolute discretion) that you are attempting to obtain any product using fraudulent means, to commit any other type of fraud or to otherwise break the law.

10. Other perks

- 10.1. All club members will receive a 10% discount on all orders placed via the site. This discount should apply automatically whenever you sign in and shop using your registered account whilst the account is associated with an active club membership. If you think that

there has been an error or a discount has not been applied correctly, please contact customerservice@drinksbythedram.com.

- 10.2. We endeavour to provide club members with early access to exclusive offers as they become available via the site from time to time.
- 10.3. We will continue to find more amazing perks for our club members so check back often for any updates.

11. Summary of your key legal rights under the Consumer Rights Act 2015

- 11.1. The Consumer Rights Act 2015 requires that any product which you order from us must be as described, that it must be fit for purpose and that it must be of satisfactory quality. During the expected life of a product which you order your legal rights entitle you to the following:
 - 11.1.1. up to 30 days: **if your product is faulty**, then you can get a refund if you return the product to us;
 - 11.1.2. up to six months: **if your product is faulty** and cannot be replaced, then you're entitled to a full refund in most cases if you return the product to us; and
 - 11.1.3. up to six years: **if the product** can be expected to last up to six years but **develops a fault** before then, you may be entitled to a replacement if you return the product to us or, in circumstances where that is not available, some of your money back.
- 11.2. This is a basic summary of your key legal rights. These rights are subject to certain exceptions. For detailed, independent advice about your legal rights (in the United Kingdom) please refer to the Citizens Advice website: adviceguide.org.uk.

12. Liability

- 12.1. We are responsible for any loss or damage which you suffer and which is a foreseeable result of our breach of these terms or those additional terms or our negligence, if we fail to comply with:
 - 12.1.1. these terms;
 - 12.1.2. any additional terms which become part of the contract under law, like those relating to the quality of any club pack, or the fitness of any club pack for its purpose, which are referred to in the summary of your key legal rights above; or
 - 12.1.3. If we act negligently.
- 12.2. We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into the contract.
- 12.3. We only supply club memberships for domestic and private use. You agree to not use your membership or any club pack received for any commercial, business or resale purposes. We will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 12.4. Some of the club packs will contain warnings about the way in which the contents are to be used, and by whom they are to be used. We are not responsible for any loss or damage which is caused as a result of you ignoring any product warnings which are reasonably obvious upon an examination of the product.
- 12.5. We do not in any way exclude or limit our liability for the following but are not responsible for the costs of repairing any pre-existing damage to private property:
 - 12.5.1. death, personal injury or damage to private property above the value of £275 which is caused by a faulty product; or
 - 12.5.2. fraud or fraudulent misrepresentation.
- 12.6. You are advised to carefully check all club packs for any defects or discrepancies at the earliest opportunity, and to take prompt action as soon as you become aware of any problem.

- 12.7. If we require certain information from you in order to deliver anything to you (for example, detailed address information) we will contact you to request that information. If you do not give us this information within a reasonable time of our request, or if you give us incomplete or incorrect information, we may end the contract and charge you reasonable compensation for the net costs which we incur. We may deduct that compensation from the amount of any refund due to you or from bank account which you used to pay for the club membership. We may make that deduction in more than one payment.

13. General

- 13.1. **Changes to these terms:** we reserve our rights to amend these terms from time to time for whatever reason, including but not limited to reflect changes in relevant laws and regulatory requirements or to reflect changes in the way that we do business, in our sole discretion. For the avoidance of doubt, the terms in force at the time of completion of purchase of a club membership will be the terms that apply to the contract between you and us.
- 13.2. **Transfer of rights and obligations:** we may transfer our rights and obligations under these terms to another organisation but this will not affect your rights or your obligations under these terms. You may not transfer your rights or your obligations under these terms to another person unless we agree to it in writing.
- 13.3. **Third party rights:** the contract formed under these terms is between you and us. No other person shall have any rights to enforce any of its terms, whether by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 13.4. **Waiver:** if we fail to insist that you perform any of your obligations under these terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a breach of these terms by you, we will only do so in writing, and that will not mean that we will automatically waive any later breach of these terms by you.
- 13.5. **Severability:** each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 13.6. **Events outside our control:** We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these terms if it is caused by an event outside of our control. Such events outside of our control mean any act or event beyond our reasonable control, including but not limited to, failure or breach of contract by a carrier or other sub-contractor, strikes or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
- 13.7. **Law and jurisdiction:** these terms shall be governed by English law, and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.