

Drinkly – Terms of Service

About these terms

What these terms cover. These are the terms of service on which we deliver products ordered via our website to you.

Why you should read them. Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will deliver products to you and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

Revision of these terms. Please note that we may revise these terms of service from time to time. You will be subject to the policies and terms and conditions in force at the time that you place an order through us.

Information about us and how to contact us

Who we are. We are Drink Tech Limited, a company registered in Scotland. Our company registration number is SC561782 and our registered office is at 98 Pilton Avenue, Edinburgh, EH5 2HN. We trade as **Drinkly** and when we refer to this trading name or “**we**”, “**us**” or “**our**” in these terms, we are referring to Drink Tech Limited. Our trading address is at Seed Haus, 29 Maritime Street, Edinburgh, EH6 6SE.

How to contact us. You can contact us by telephoning our customer service team at 0131 356 0504 or by writing to us at hello@drinkly.co.uk or Seed Haus, 29 Maritime Street, Edinburgh, EH6 6SE.

How we may contact you. If we have to contact you we will do so by telephone or email using the details that you provided to us in your order.

Your orders

Important legal notice: Drinkly is a delivery service that partners with local retailers. We will be responsible for the delivery of any order you place via Drinkly in accordance with these terms. However, when you place an order, you are purchasing the relevant product(s) directly from the applicable retailer and not from Drinkly.

Please read these terms of service very carefully. By ordering via Drinkly, you are indicating that you understand and agree to these terms.

How your order will be accepted. When you place an order through Drinkly, it will be sent to one of our local retailer partners to confirm their acceptance of your order. If the retailer accepts your order, we shall confirm this to you using the contact details you provided to us in your order, at which point a contract will come into existence between you and the retailer. We shall also confirm to you when a driver has been allocated by Drinkly, once again using the contact details provided to us in your order.

If the retailer cannot accept or fulfil your order. Please note that the retailer has discretion to decline your order or, if the retailer has accepted your order, they may have the right to bring their contract with you to an end. This could be because a product is out of stock, because they have identified an error in the price or description of the product, because of regulatory requirements associated with the sale of alcohol or for any other reason. If the retailer is unable to accept your order or subsequently brings their contract with you to an end, we will let you know or the retailer will inform you of this and will not charge you for the product.

If you are not entitled to place orders via Drinkly. A retailer may inform us that they are unable to accept orders from you for regulatory reasons, in which case we will request that you do not attempt to place orders with any retailer via Drinkly. If you continue to place orders, then we will decline or subsequently cancel your order and we may charge you an administrative fee to cover our costs in doing so. Please see Our rights to compensation for further details.

If the product is out of stock. If the retailer is unable to accept your order because one or more products are out of stock, then if time allows they may get in touch to offer you alternative products for the same price as your original order (or we may contact you on their behalf). If you accept the alternative products offered, then your contract with the retailer will come into existence at that point.

Disclaimer: By ordering via Drinkly, you acknowledge that the legal contract for your purchase is between you and the retailer. In particular you accept that:

- **We act as an agent only in respect of your purchase. We have no control and accept no responsibility for the actions or omissions of any retailer.**
- **We do not give any guarantees in respect of the products ordered from any retailer. If there is an issue with any product you have purchased, you should take this up with the retailer directly.**
- **Whilst we do our best to ensure our website reflects retailer's current availability, we give no guarantee that your order will be accepted by our retailers. A retailer may also have the right to cancel your order once accepted under the terms of their contract with you. However, we do require our retailers to communicate with you promptly to ensure that you are notified as soon as reasonably possible if your order cannot be fulfilled.**

If you want to cancel or make a change to your order. If you wish to cancel or make a change to your order, please contact us. We will let you know if your request is possible. If a change you have requested is possible we will let you know about any changes to the price, delivery timing and anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. Please note that it is not possible to cancel or make any changes to your order once your products are out for delivery.

Delivery of your order

Disclaimer: It is an offence for any person under the age of 18 to buy, or attempt to buy, alcohol or for any person to buy, or attempt to buy, alcohol, tobacco or other smoking products on behalf of any person who is under the age of 18. By ordering via Drinkly, you warrant that:

- **You are legally capable of entering into a binding contract with the retailer; and**
- **You are at least 18 years old.**

When we will deliver to you. If you have pre-ordered for a particular time slot, we will deliver the products to you during that time slot. Otherwise, we will endeavour to deliver the products to you within 1 hour of the retailer's acceptance of your order, or, if you've been offered alternative products or requested changes to your order, within 1 hour of your confirmation that such alternative products/changes are acceptable to you. Estimated times for deliveries are only estimates, we do not guarantee that orders will be delivered within 1 hour.

We only deliver to certain postcodes. At the moment, our website is solely for delivery of products from the participating stores of our partner retailers. This means that unfortunately we do not accept orders from or deliver to addresses outwith certain postcodes. For further information on where we are able to deliver, please see our website.

We only deliver between certain hours. Due to alcohol licensing restrictions, we cannot accept orders for same day delivery after 9:59pm. If you place an order after 9:59pm for same day delivery, you will be offered delivery at the next available time during our delivery hours or you will be refunded and we may deduct or charge a restocking fee. We deliver from 10am Monday to Saturday and from 12pm on Sundays. The latest time of delivery will be advised to you on our website but it will never be later than 12am.

If you are not available to collect or accept delivery. If no one is available at your address to take delivery within 5 minutes of our driver physically reaching your address, our driver may leave the premises and you will be charged a restocking fee.

What information do we need from you. We will need certain information from you so that we can deliver your products to you. This includes your delivery address, contact details and, where you are purchasing alcohol, cigarettes or other smoking products, proof of age. Where you are required to provide proof of age, you will be asked to confirm during the process of your order what form of ID you wish to use as verification of your age. Our driver will ask you to provide this verification before completing any delivery.

What will happen if you do not give required information to us. If you give us incomplete or incorrect information, we may end the contract with you (in which case you will be charged a restocking fee) or we may make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result (e.g. any re-delivery costs). We will not be responsible for late delivery or for not delivering products if this is caused by you not giving us the information we need.

Disclaimer: If your purchase includes alcohol, cigarettes or other smoking products then we reserve the right to refuse delivery in accordance with our regulatory requirements and ethical policy, and you may be charged a restocking fee. In particular:

- **Our driver will not deliver if your ID verification does not match the form of ID you selected as your proof of age during the order process**
- **Our driver will not deliver to any person who is, or appears to be, under the influence of either alcohol or drugs**
- **Our driver will not deliver to any person if that person is, or appears to be, purchasing on behalf of someone who is under the age of 18**

We are not responsible for delays outside our control. If our supply of our delivery services is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.

Payment terms

Where to find the price for the products. The price of the products (which includes VAT) and our delivery costs (if applicable) will be indicated on the order pages when you placed your order. The price charged via Drinkly's online

service for an alcoholic product will not vary for a period of at least 72 hours and may differ from a retail partner's in-store price for that same alcoholic product. We take all reasonable care to ensure that the price of the products advised to you is correct. However please see the section below for what happens if we discover an error in the price of any product you order.

What happens if we got the price wrong. It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. However, if the product's correct price at your order date is higher than the price stated to you, we will do our best to contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any products provided to you.

We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we deliver your products, we will adjust the rate of VAT that you pay, unless you have already paid in full before the change in the rate of VAT takes effect.

When and how you must pay. We accept payment by most debit and credit cards, and you must pay for your products before they are despatched. Where your payment is not authorised, your order will not be processed.

We are a payment collection agent. We are authorised by our partner retailers to accept payments for all customer orders on their behalf and payment of the price of any products to us will discharge your obligations to pay such price to the retailer.

Our responsibility to you

Our responsibility to you. The table below sets out our responsibility for loss or damage suffered by you:

If there is a problem with the products you have ordered	The legal contract for your purchase is with the relevant retailer. We have no responsibility for the retailer and do not guarantee that any products will be of satisfactory quality or suitable for your purpose. If there is a problem with the products you have ordered, please contact the retailer directly to lodge your complaint.
Our responsibility	We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for fraud or fraudulent misrepresentation or for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors.
We are not liable for business losses	We do not supply products for any commercial, business or re-sale purpose. We also do not accept liability for any: <ul style="list-style-type: none"> ● loss of profits, sales, business or revenue; ● loss of goodwill, business opportunity or anticipated savings; or ● any other indirect or consequential loss.
Our liability is limited	Our total liability to you in respect of all other losses shall be limited to the lower of the value of your order or £100.

Our rights to end the delivery contract

When we may end our contract with you. We may end the delivery contract if the retailer terminates their contract with you for the purchase of the products. We may also end the delivery contract at any time in accordance with these terms, including where:

- you do not make payment to us for the products;
- you do not provide us with information that is necessary for us to deliver the products to you;
- we are entitled to refuse delivery in accordance with our regulatory requirements and ethical policy; or
- you are not available to collect or accept delivery.

Our rights to compensation. We will refund any money you have paid in advance for products not delivered, but we may deduct or charge you a reasonable restocking fee or such amount as may be reasonable compensation for the net costs we will incur as a result of your breaking the contract.

How we may use your personal information

How we will use your personal information. We will only use your personal information as set out in our Privacy Policy.

Other important terms

We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation.

You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms.

If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide machines or our services, we can still require you to make the payment at a later date.

This is our entire agreement with you. These terms make up the entire agreement between us in relation to delivery of your products. You acknowledge that you have not relied on any other statements, promises or assurances made or given by or on our behalf which are not set out in these terms.

Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by Scots law and you can bring legal proceedings in respect of the products in the Scottish courts.