

TERMS AND CONDITIONS

Edinburgh Whisky Ltd is a company registered in Scotland with the following details:

Company No. SC449732

VAT Registration No. GB345881275

Registered office: New Charlotte House, 4 Hope Street, Edinburgh, Scotland, EH2 4DB

Any use of this website operated by Edinburgh Whisky Ltd at edinburghwhisky.com 'the site' is conditional on your acceptance of these terms and conditions of use and extends to our stated privacy policy.

We reserve the right to amend these Terms and Conditions from time to time without notice and at our sole discretion. As such, it is your responsibility to review these stated Terms and Conditions at regular intervals.

We reserve the right to amend, modify, discontinue, or suspend all or part of this site and may restrict your access to all or part of 'the site' at any time without notice or liability.

This site is intended to be used and accessed only by individuals of legal drinking age in their country of residence or in the country from which you are accessing 'the site'.

If you do not fall into either category or having read and for any reason do not agree with or cannot abide by these Terms and Conditions, including our privacy policy, please exit this site immediately.

Definitions

All references to 'you &/or your' means you and 'we, us or our' means Edinburgh Whisky Ltd of New Charlotte House, 4 Hope Street, Edinburgh, Scotland, EH2 4DB

'the site' means edinburghwhisky.com

Rights

All rights in all content including but not limited to copy, images, software (including code, interface, and website structure) and the design, look and feel, and format of 'the site' are owned by us. You agree that you are permitted to use material and/or content only as set out in these Terms and Conditions. No other use is permitted without express authorisation by us in writing and, where given, you agree not to, in part or full, copy, transmit, distribute, exploit commercially, amend, translate, share with, or make available to any other person any such material or content or create derivative works of such material or content.

Intellectual Property

We are the sole owners and authorised users of all trademarks, service marks, design marks, patents, copyrights, database rights, image rights for photographs contained on 'the site' and all other intellectual property appearing on or contained within 'the site' including but not limited to the page design and layout and the source code. Except where provided for under these Terms and Conditions, use of 'the site' does not grant any right, title, interest, or license to you of any such intellectual property and any use or reproduction of the intellectual property is prohibited.

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You are welcome to print hard copies of material from 'the site' solely for your lawful, personal, and non-commercial use. All other copying in whatever form, whether electronic, hard copy or any other format or use for commercial purposes without our prior written consent, is prohibited. All other rights are reserved.

No photography, imagery, text, source code or any other material shown on Edinburgh Whisky website (edinburghwhisky.com) may be used in any circumstances for commercial purposes, nor may any of our material herein be altered, cropped, transformed, built upon, or in any other way changed or reproduced, whether from our own websites or copied from third party websites in breach of this condition themselves or otherwise redistributed without our prior written permission.

You may not engage in any price scraping or price harvesting in respect of products on 'the site' without our prior written consent.

Terms of use relation to this site

You must not misuse 'the site' by knowingly introducing viruses, Trojans, worms, logic bombs or any other material which may be malicious or technologically harmful. You must not attempt to gain unauthorised access to 'the site', the server on which 'the site' is stored or any server, computer or database connected to 'the site'. You must not attack 'the site' in any way whatsoever, including via a denial-of-service attack or a distributed denial of service attack.

By breaching this provision, you would be committing a criminal offence under the Computer Misuse Act 1990. We will report all such breaches to the relevant law enforcement authorities, and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use 'the site' will cease immediately.

You may link to the home page of 'the site' if you do so in a way that is fair and legal and does not damage or take advantage of our reputation or establish a link in such a way that suggests any form of association, approval or endorsement on our part where none exists.

'The site' must not be framed on any other website nor may you create a link to any part of 'the site' other than the homepage. We reserve the right to withdraw linking permission at any time without notice or reason.

Third Party Websites

You acknowledge and agree that we are not responsible for any content of any third-party websites or material you may access through 'the site'.

We do not endorse and shall not be held responsible or liable for any content, advertising, products, or services on or available from such websites or material. You acknowledge and agree that we are not responsible or liable either directly or indirectly for any damages, loss or costs incurred in connection with your use of or reliance of any such content, advertising, products, or services on or available from such websites.

Any dealings between you and any third-party advertisers or merchants which referred you to our site or services, including promotions offered, products advertised as in stock, payment for and delivery of products, services and any other terms, conditions, warranties, or representations associated with such dealings are made between you and the relevant advertiser or merchant. Consequently, we are not responsible or liable for any loss or damage of any kind incurred as the result of any such dealings.

Your Responsibility

It is your responsibility to verify all information set out on 'the site' with independent authorities before acting or relying on it. It is your responsibility to use virus-checking software on any material downloaded from 'the site' and to ensure the compatibility of such software with your equipment.

No Liability

Unless where expressly provision for in law we disclaim all liability for any loss, cost or damage (incurred directly, indirectly, consequentially or otherwise) suffered by you as a result of your use of 'the site' including but not limited to computer viruses or distributed denial of service attack transmitted through 'the site' or from third-party sites accessed through 'the site' whether such loss, cost or damage arises from our negligence or otherwise whether or not we expressly informed of the possibility of such loss or damage.

Indemnity

If you are a business user, you agree to indemnify us immediately on demand, against all claims, liability, damages, costs, and expenses, including legal fees, arising out of any breach of these terms and conditions by you or any other liabilities arising out of your use of 'the site'.

Termination

We reserve the right immediately to suspend or terminate your use of 'the site' if you breach or we have reasonable grounds to believe that you are likely to breach these terms and conditions or engage in conduct which we determine in our sole discretion to be unacceptable.

We may also remove 'the site' as a whole or any sections or features of 'the site' at any time. Please note that we have the ability to trace your IP address and if necessary, contact your ISP in the event of a suspected breach of these Terms and Conditions.

Identity Verification

To ensure that your credit, debit, or charge card is not being used without your consent and you are over the age of 18, we will validate name, address and other personal information supplied by you during the order process against appropriate third-party databases. By accepting these Terms and Conditions, you consent to such checks being made.

In performing these checks, personal information provided by you may be disclosed to a registered Credit Reference Agency which may keep a record of that information. You can rest assured that this is done only to confirm your identity, that a credit check is not performed and that your credit rating will be unaffected. All information provided by you will be treated securely and strictly in accordance with the Data Protection Act 1998.

Product Condition, Availability and Pricing

We endeavour to ensure the accuracy of the information on 'the site'. Should a product be unavailable, we will endeavour to inform you of this promptly. Prices and specifications can change without notice and products are subject to availability. Please be aware that where a product displayed on the website states 'Web-Exclusive Price', this means that the price quoted on the website is valid only for online orders and may differ from the item price for physical sales at retail outlets that stock our products.

From time to time, we may feature promotions or offers on 'the site'. Each offer shall be subject to its own express terms and may not be available in all jurisdictions.

All special-offer prices and discounts shown on the website are inclusive of statutory United Kingdom Value Added Tax (VAT) at 20%.

Privacy

We take steps to protect your privacy and comply with all applicable UK data protection legislation in place at the time of your use of 'the site' in respect of any personal information relating to you gathered by us.

The data we collect from you is used solely for the purpose of fulfilling your order or sending you the newsletter. You may be asked to input information about yourself on different pages of 'the site'. We will never disclose your personal information to any other parties without your consent except as set out in our Privacy Policy or to verify your identification as above. Your credit card information is not retained and is completely removed from our system after your order is processed or cancelled. You have every right to know what information has been held in our system.

Entire Agreement

These Terms and Conditions, including our Privacy Statement, constitute the entire agreement between you and us and supersede all previous statements and understandings whatsoever between us. Any failure by us to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision. If any provision under these Terms and Conditions is found in law to be unenforceable all other provisions of these Terms and Conditions shall remain in full force and effect. We reserve the right to cede, assign or otherwise transfer our rights and obligations in terms of these standard terms and conditions to a third party.

Law and Jurisdiction

These Terms and Conditions, including the Privacy Statement and any matter relating to 'the site' shall be governed by English law in particular the Licensing Act 2003 in relation to minimum legal age.

Any legal proceeding arising out of or relating to these Terms and Conditions against or relating to us or any indemnified party under these Terms and Conditions will be subject to the exclusive jurisdiction of the English courts and you irrevocably consent to the jurisdiction of such courts.

Return and Cancellations

If you wish to review our Returns and Cancellations policy, [click here](#).