**TERMS & CONDITIONS**

**PART 1: GENERAL TERMS AND CONDITIONS**

1. **INFORMATION ABOUT US**

We operate the website halo-drinks.co.uk (the “**site**”). We are Halo Drinks Limited a company registered in England and Wales under company number 12569823 and with our registered office at 76 South Hill Park, London, NW3 2SN.

1. **CONTACTING US**

**2.1** You can contact us using any of the following methods: email us at team@halo-drinks.co.uk. Alternatively, you can write to us at 76 South Hill Park, London, NW3 2SN.

**2.2** If you are contacting us to cancel a Contract in accordance with your legal right to do so as set out in Clause 8, the easiest way to do this is to e-mail team@halo-drinks.co.uk. If you are emailing or writing please include details of your order to help us to identify it. If you send your cancellation notice by e-mail or by post, then your cancellation is effective from the date you send the e-mail or post the letter.

**2.3** If we have to contact you or give you notice in writing, we will do so by e-mail or by pre-paid post to the address you provide to us in your order.

1. **HOW WE USE YOUR PERSONAL INFORMATION**

We only use your personal information in accordance with our Privacy Policy. Please take the time to read our Privacy Policy as it includes important terms which apply to you.

1. **AGE REQUIREMENTS**

**4.1** You must be of the legal drinking age in your country, province or state of residence (18 years or older in the UK) to use this site and/or purchase Products.

**4.2** We are not allowed by law to supply Products to you if you do not satisfy legal age requirements. If you are underage, please do not attempt to order these Products through our site and cease to use the site immediately.

1. **OUR RIGHT TO VARY THESE TERMS**

**5.1** We amend these Terms from time to time and your continued use of the site following any changes shall be deemed to be your acceptance of such change. These terms were most recently updated on 27 April 2020.

**5.2**Every time you order Products from us, the Terms in force at the time of your order will apply to the Contract between you and us. You should print a copy of these Terms or save them to your computer for future reference.

**5.3** We may revise these Terms as they apply to your order from time to time to reflect changes in relevant laws and regulatory requirements. If we have to revise these Terms as they apply to your order, we will contact you to give you reasonable advance notice of the changes and let you know how to cancel the Contract if you are not happy with the changes. You may cancel either in respect of all the affected Products or just the Products you have yet to receive. If you opt to cancel, you will have to return (at our cost) any relevant Products you have already received, and we will arrange a full refund of the price you have paid, including any delivery charges.

**PART 2: TERMS AND CONDITIONS RELATING TO THE SALE OF PRODUCTS**

This section of the Terms will apply to any contract between us for the sale of Products to you ("**Contract"**). Please read these Terms carefully and make sure that you understand them, before ordering any Products from our site. Please note that before placing an order you will be asked to agree to these Terms. If you refuse to accept these Terms, you will not be able to order any Products from our site.

These Terms apply to you as a consumer, which is a private individual purchasing goods from us. They do not apply if you are acting as a trade customer (in other words, you are a business which is purchasing goods from us, regardless of whether you are registered with us as a trade customer).

1. **OUR PRODUCTS**

**6.1** The images of the Products on our site are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that your computer's display of the colours accurately reflect the colour of the Products. Your Products may vary slightly from those images.

**6.2** Although we have made every effort to be as accurate as possible, all sizes, weights, capacities, dimensions and measurements indicated on our site have a 5% tolerance.

**6.3** The packaging of the Products may vary from that shown on images on our site.

**6.4** We reserve the right to change or withdraw products offered by us and that are displayed on our site without notice.

1. **HOW THE CONTRACT IS FORMED BETWEEN YOU AND US**

**7.1** Our shopping pages will guide you through the steps you need to take to place an order with us. Our order process allows you to check and amend any errors before submitting your order to us. Please take the time to read and check your order at each page of the order process.

**7.2** After you place an order, you will receive an e-mail from us acknowledging that we have received your order.  However, please note that this does not mean that your order has been accepted.  Our acceptance of your order will take place as described in *Clause 7.3*.

**7.3** We will confirm our acceptance to you by sending you an e-mail that confirms that the Products have been dispatched ("**Dispatch Confirmation"**).  The Contract between us will only be formed when we send you the Dispatch Confirmation. You are entitled to amend your order after it has been placed but before the Dispatch Confirmation is sent. If you wish to amend your order please e-mail team@halo-drinks.co.uk.

**7.4** If we are unable to supply you with a Product, for example because that Product is not in stock or no longer available or because we cannot meet your requested delivery date or because of an error in the price on our site as referred to in *Clause 12.5*, we will inform you of this by e-mail and we will not process your order. If you have already paid for the Products, we will refund you the full amount including any delivery costs charged as soon as possible.

1. **YOUR CONSUMER RIGHT OF RETURN AND REFUND**

**8.1** You have a legal right to cancel a Contract during the period set out below in *Clause 8.3*. This means that during the relevant period if you change your mind or decide for any other reason that you do not want to receive or keep a Product, you can notify us of your decision to cancel the Contract and receive a refund. Advice about your legal right to cancel the Contract is available from your local Citizens' Advice Bureau or Trading Standards office.

**8.2** However, this cancellation right may not apply in the case of personalised Products.

**8.3** Your legal right to cancel a Contract starts from the date of the Dispatch Confirmation (the date on which we e-mail you to confirm our acceptance of your order), which is when the Contract between us is formed. Your deadline for cancelling the Contract then depends on what you have ordered and how it is delivered, as set out in the table below:

**Your Contract**

**End of the cancellation period**

Your Contract is for a single Product (which is not delivered in instalments on separate days).

The end date is the end of **14 days** after the day on which you receive the Product.

Example: if we provide you with a Dispatch Confirmation on 1 January and you receive the Product on 10 January you may cancel at any time between 1 January and the end of the day on 24 January.

Your Contract is for either of the following:

* one Product which is delivered in instalments on separate days.
* multiple Products which are delivered on separate days.

The end date is **14 days** after the day on which you receive the last instalment of the Product or the last of the separate Products ordered.

Example:  if we provide you with a Dispatch Confirmation on 1 January and you receive the first instalment of your Product or the first of your separate Products on 10 January and the last instalment or last separate Product on 15 January you may cancel in respect of all instalments and any or all of the separate Products at any time between 1 January and the end of the day on 29 January.

Your Contract is for the regular delivery of a Product over a set period.

The end date is **14 days** after the day on which you receive the first delivery of the Products.

Example: if we provide you with a Dispatch Confirmation on 1 January in respect of Products to be delivered at regular intervals over a year and you receive the first delivery of your Product on 10 January, you may cancel at any time between 1 January and the end of the day on 24 January. 24 January is the last day of the cancellation period in respect of all Products to arrive during the year.

**8.4** To cancel a Contract, you just need to let us know that you have decided to cancel using the method set out at *Clause 2*. If you are e-mailing or writing to us please include details of your order to help us identify it. If you send your cancellation notice by e-mail or by post, then your cancellation is effective from the date you send the e-mail or post the letter. For example, you will have given notice in time as long as you get your letter into the last post on the last day of the cancellation period or e-mail before midnight on that day.

**8.5** If you cancel your Contract we will:

**8.5.1** refund you the price you paid for the Products. However, please note we are permitted by law to reduce your refund to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted in a shop (for example if you open the packaging). If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount;

**8.5.** make any refunds due to you as soon as possible and in any event within (i) 14 days after the day on which we receive the Product back from you or, (ii)  if we have agreed to collect the Product, 14 days after you inform us of your decision to cancel the Contract.

**8.6** We will refund you on the credit card or debit card used by you to pay. If you used vouchers to pay for the Product, we may refund you in vouchers.

**8.7** If a Product has been delivered to you before you decide to cancel your Contract:

**8.7.1** then you must return it to us without undue delay and in any event not later than 14 days after the day on which you let us know that you wish to cancel the Contract; and

**8.7.2** unless the Product is faulty or not as described (in this case, see *Clause 9*), you will be responsible for the cost of returning the Products.

1. **NON-CONFORMING GOODS**

**9.1** Because you are a consumer, we are under a legal duty to supply Products that are in conformity with this Contract. As a consumer, you have legal rights in relation to Products that are faulty or not as described. These legal rights are set out below and are in addition to your right of return and refund in *Clause* 8 above or anything else in these Terms.

**9.2** If you receive a Product that is faulty or mis-described you have a legal right to reject the Product or request a repair or replacement. If you wish to reject the Product or request a repair or replacement you will need to contact us. You have 30 days from the date of delivery of the Product in which to contact us to reject or request a replacement to the faulty or mis-described Product.

**9.3** If you have requested a repair or replacement to a Product, we will use our best efforts to complete the repair or replacement as soon as possible and with the least inconvenience to you.

**9.4** If you have returned the Products under this *Clause 9*because they are faulty or mis-described, we will refund the price of the Products in full, together with any applicable delivery charges, and any reasonable costs you incur in returning the item.

**9.5** Further advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

1. **DELIVERY**

**10.1** We will contact you with an estimated delivery date, which will be within 30 days after the date of the Dispatch Confirmation (the date on which we e-mail you to confirm our acceptance of your order). Occasionally our delivery to you may be affected by an Event Outside Our Control. See *Clause 16* for our responsibilities when this happens.

**10.2** If no one is available at your address to take delivery, the delivery driver may attempt to leave it in a safe place or with a neighbour. If this is not possible, a card will be left with details of any rescheduled delivery date (if applicable) or alternatively how to collect or rearrange your delivery. Should any order be returned to us and you made no attempt to contact us or the courier regarding delivery, we will be entitled to charge a standard delivery charge to re-send the order.

**10.3** Delivery of an Order shall be completed when we deliver the Products to the address you gave (or other address in accordance with Clause 10.2) and the Products will be your responsibility from that time.

**10.4** You own the Products once we have received payment in full, including all applicable delivery charges.

**10.5** If we miss the 30 day delivery deadline for any Products then you may cancel your Order straight away if any of the following apply:

**10.5.1**we have refused to deliver the Products;

**10.5.2** delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or

**10.5.3** you told us before we accepted your order that delivery within the delivery deadline was essential.

**10.6** If you do not wish to cancel your order straight away, or do not have the right to do so under *Clause 10.5*, you can give us a new deadline for delivery, which must be reasonable, and you can cancel your Order if we do not meet the new deadline.

**10.7** If you do choose to cancel your Order for late delivery under *Clause 10.5* or *Clause 10.6*, you can do so for just some of the Products or all of them, unless splitting them up would significantly reduce their value. If the Products have been delivered to you, you will have to return them to us or allow us to collect them, and we will pay the costs of this. After you cancel your Order we will refund any sums you have paid to us for the cancelled Products and their delivery in accordance with *Clause 8*.

**10.8** We do not accept any responsibility for delayed or failed delivery of a Product which results from your failure to provide correct address information. If a Product is returned to us because you fail to provide correct address information, we reserve the right to require that you pay additional postage costs (and administration fees and taxes, if applicable) before we re-deliver the Product.

1. **NO INTERNATIONAL DELIVERY**

Unfortunately, we do not deliver to addresses outside the UK. You may place an order for Products from outside the UK, but this order must be for delivery to an address in the UK.

1. **PRICE OF PRODUCTS AND DELIVERY CHARGES**

**12.1** The prices of the Products will be as quoted on our site at the time you submit your order. We take all reasonable care to ensure that the prices of Products are correct at the time when the relevant information was entered onto the system. However please see *Clause 12.5* for what happens if we discover an error in the price of Product(s) you ordered.

**12.2** Prices for our Products may change from time to time, but changes will not affect any order you have already placed.

**12.3** The price of a Product includes VAT (where applicable) at the applicable current rate chargeable in the UK for the time being. However, if the rate of VAT changes between the date of your order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Products in full before the change in VAT takes effect.

**12.4** The price of a Product does not include delivery charges. Our delivery charges are as advised to you during the check-out process, before you confirm your order.

**12.5** Our site contains a large number of Products. It is always possible that, despite our reasonable efforts, some of the Products on our site may be incorrectly priced. We will normally check prices as part of our dispatch procedures so that:

**12.5.1** where the Product's correct price is less than the price stated on our site, we will charge the lower amount when dispatching the Products to you. However, if the pricing error is obvious and unmistakeable and could have reasonably been recognised by you as a mispricing, we do not have to provide the Products to you at the incorrect (lower) price; and

**12.5.2** if the Product's correct price is higher than the price stated on our site, we will contact you as soon as possible to inform you of this error and we will give you the option of continuing to purchase the Product at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing.

1. **DISCOUNTS, VOUCHERS, PROMOTIONS AND GIFT VOUCHERS**

**13.1**Any promotions, discounts or vouchers (“**Offers**”) are single use only and not to be used in conjunction with any other Offer unless otherwise stated.

**13.2** Offers are available only while stock lasts.

**13.3** Any Offers advertised on our site can only be used on the site.

**13.4**We don’t offer any discounts on gift subscriptions or gift vouchers. Gift vouchers expire 12 months after the date of purchase.

**13.5**We reserve the right to withdraw or terminate any of our Offers at any time, either as a whole or for specific delivery areas or customers. If this happens, then the Offer may not be used for any orders placed after the date of withdrawal or termination.

**13.6**We may from time to time run different Offers, with different terms (including amounts, types and expiry dates). We reserve the right to limit the applicability of any particular Offers to specific regions or delivery areas. Different Offers may be run simultaneously but cannot be used in combination with each other unless explicitly allowed.

**13.7**We reserve the right to reject the use of an Offer where fraud or breach of these Terms is suspected.

1. **HOW TO PAY**

**14.1** You can only pay for Products using a debit card or credit card. We accept all major credit and debit cards. When you give us your credit or debit card details you are confirming that you are either the card holder, or that you have permission from the card holder to use the card to order from us.

**14.2** Payment for the Products and all applicable delivery charges is in advance. We will not charge your debit card or credit card until we dispatch your order.

**14.3** All payments are managed securely by our trusted third party payment provider.

1. **OUR LIABILITY**

**15.1** If we fail to comply with these Terms or we act negligently, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence, but 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 this contract. The maximum amount we are liable for is the cost of the Products plus any relevant delivery charges.

**15.2** We only supply the Products for domestic and private use. You agree not to use the product for any commercial, business or resale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

**15.3** We do not in any way exclude or limit our liability for:

**15.3.1** death or personal injury caused by our negligence;

**15.3.2** fraud or fraudulent misrepresentation;

**15.3.3** any other liability which we are not allowed to exclude or limit by law.

1. **EVENTS OUTSIDE OUR CONTROL**

**16.1** We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in *Clause 16.2*.

**16.2** An "**Event Outside Our Control"** means any act or event beyond our reasonable control, including without limitation strikes, lock-outs 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, pandemic 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.

**16.3** If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract we will contact you as soon as reasonably possible to notify you. Our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Products to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

**16.4** You may cancel a Contract affected by an Event Outside Our Control which has continued for more than 30 days. To cancel please contact us in one of the ways set out in *Clause 8.4*. If you opt to cancel, you will have to return (at our cost) any relevant Products you have already received, and we will refund the price you have paid, including any delivery charges.

**16.5** We reserve the right to cancel an order, end a Contract, refuse to deliver a Product and inform law enforcement agencies in circumstances where we consider (acting in our absolute discretion) that you are attempting to obtain a Product using fraudulent means, to commit any other type of fraud or to otherwise break the law or breach these Terms.

**16.6**References in this *Clause 16*to an Event Outside Our Control do not include any action which you take in order to frustrate or hinder our performance of the Contract. If we consider, acting reasonably, that you are intending to frustrate or hinder our performance of the Contract (or that you have frustrated or hindered that performance), we may (though are not required to) treat the order as cancelled, end the Contract and notify you in writing.

**PART 3: TERMS AND CONDITIONS RELATING TO YOUR USE OF THE SITE**

This section of the Terms apply to you regardless of whether you are a private individual, a trade customer or other legal entity using the site and regardless of whether or not you purchase Products from the site.

1. **ACCEPTANCE OF TERMS AND CONDITIONS**

Your access to and use of the site and any Services referred to in *Clause 18*, is subject exclusively to these Terms. You will not use the site or Services for any purpose that is unlawful or prohibited by these Terms. By using the site and/or Services you are fully accepting the terms, conditions and disclaimers contained in this notice. If you do not accept these Terms you must immediately stop using the site and any Services.

1. **THE SERVICES**

**18.1** The site may provide communication tools such as bulletin boards, forums and/or other message or communication facilities (“the Services”) designed to enable you to communicate with others. Unless stated otherwise the Services are for your personal and non-commercial use only.

**18.2** You acknowledge and agree that the Services are public and not private communications.

**18.3** We may make changes in the information and content included in this site and any time without notice. We shall not be responsible for any detrimental reliance you may place on this site or its contents.

1. **SURVEYS AND CONTESTS**

From time-to-time our site requests information from users via surveys or contests. Participation in these surveys or contests is completely voluntary and the user therefore has a choice whether or not to disclose this information. Information requested may include contact information (such as name and address) and demographic information (such as postcode and age). Contact information will be used to notify the winners and award prizes. Information disclosed will be used in accordance with our Privacy Policy.

1. **ACCEPTABLE USE**

**20.1**You acknowledge that all information, text, graphics, logos, photographs, images, moving images, sound, illustrations and other materials (“the Content”), whether posted publicly or transmitted privately, are the sole responsibility of the person from whom such Content originated. We do not control or endorse the Content and cannot guarantee the accuracy, integrity or quality of such Content and you acknowledge that by using the Services, you may be exposed to Content that is offensive and/or indecent. Halo Drinks Limited will not be liable in any way for any Content or for any loss or damage of any kind resulting from the use of any Content transmitted via the Services and you agree to bear all risks associated with the use of any Content, including any reliance on the accuracy or completeness of such Content.

**20.2**In using the site and/or Services you agree not to:

**20.2.1**use this site for anything other than personal, non-commercial use;

**20.2.2**you may not modify any part of the site other than as may be reasonably necessary to use the site for its intended purpose;

**20.2.3**use the Services to send junk email, spam, chain letters, pyramid schemes or any other unsolicited messages, commercial or otherwise;

**20.2.4**post, publish, distribute or disseminate material or information that is defamatory, libelous, obscene, indecent, threatening, abusive, harassing or unlawful;

**20.2.5**post, publish, distribute or disseminate material or information that incites discrimination, hate or violence towards any person or group on account of their sex, race, religion, disability, nationality or otherwise;

**20.2.6**threaten, abuse, disrupt, stalk or otherwise violate the legal rights (including rights of privacy and publicity) of others;

**20.2.7**use any information or material in any manner that infringes any copyright, trademark, patent or other proprietary right of any party;

**20.2.8**promote the excessive, irresponsible or underage consumption of alcohol;

**20.2.9**make available or upload files that contain a virus, worm, trojan or corrupt data that may damage the operation of the computer or property of another;

**20.2.10**collect or store personal information about others, including email addresses;

**20.2.11**advertise or offer to buy or sell goods or services for any commercial purpose, unless such communication facility specifically allows such messages;

**20.2.12**impersonate any person or entity for the purpose of misleading others;

**20.2.13**violate any applicable laws or regulations;

**20.2.14**use the site or Services in any manner that could damage, disable, overburden or impair the site or Services or interfere with any other party’s use and enjoyment of the site or Services;

**20.2.15**post, publish, distribute or disseminate material or information that you do not have a right to transmit under any law or under contractual or fiduciary relationships such as inside information or confidential information disclosed in the course of employment or under a confidentiality agreement);

**20.2.16**attempt to gain access to any of the Services, other accounts, computer systems or networks connected to the site or Services through hacking, password mining or any other mining or any other means.

**20.3**The data contained on this site belongs to Halo Drinks Limited.Users of the site are strictly prohibited from recording any data on the site with automated programs, software, or any other method of web scraping or crawling.

**20.4** Halo Drinks Limited is under no obligation to monitor, screen or sanction the Services but shall be entitled to review materials posted to a communications facility and, at our sole discretion, to remove at any time and without notice any material that breaches these Terms or is otherwise objectionable.

1. **TERMINATION**

Halo Drinks Limited have the right to terminate your access to any or all of the Services or site at any time, without notice, for any reason, including without limitation, breach of these Terms. Halo Drinks Limited may also at any time, at our sole discretion, discontinue the site or Services or any part thereof without prior notice and you agree that we shall not be liable to you or any third party for any termination of your access to the site or Services.

1. **LINKS TO THIRD PARTY WEBSITES**

The site or Services may include links to third party websites that are controlled and maintained by others. Halo Drinks Limited is not, directly or indirectly, implying any approval, association, sponsorship, endorsement or affiliation with the linked site, unless specifically stated therein. You acknowledge and agree that Halo Drinks Limited has not reviewed all sites linked to this site and is not responsible for the content or availability of any such sites. Your linking to other off-site pages or other sites is at your own discretion and risk.

1. **LINKS FROM THIRD PARTY WEBSITES**

**23.1** You may link to the home page of the site, provided you do so in a way that is fair and legal and does not damage Halo Drinks Limited or any of its products reputation or take advantage of it, but you must not establish a link in such a way was to suggest any form of association, approval or endorsement on Halo Drinks Limited part where none exists.

**23.2** You must not establish a link from any website that is not owned by you.

1. **INTERNATIONAL USE**

You agree to comply with all applicable laws regarding the transmission of technical data exported from the United Kingdom or the country in which you reside (if different) and with all local laws and rules regarding acceptable use of and conduct on the Internet.

1. **INTELLECTUAL PROPERTY RIGHTS**

**25.1** Halo Drinks Limited is the owner of copyright in this site. Pictures, graphics, text, images of places or people are either the property of Halo Drinks Limited or used on this site with permission of the owner of the intellectual property. No portion on this site, including but not limited to the text, images, audio or video, may be used in any manner, or for any purpose, without Halo Drinks Limited’s express written permission, except if indicated herein.

**25.2**By entering this site you acknowledge and agree that any name, logo, trademark or service mark contained on this site is owned by Halo Drinks Limited and may not be used without prior written approval. Your use of any of these materials is prohibited unless specifically provided for on the site. Without in any way waiving any of the foregoing rights, you may download one copy of the material on this site for your personal, non-commercial home use only, provided you do not delete or change any copyright, trademark or other proprietary notices. Modification, repostment or use of the material on this site that would damage the reputation of Halo Drinks Limited or its partners, or any model or person, violates Halo Drinks Limited’s legal rights. Any unauthorized use of all, part, or any aspect of Halo Drinks Limited or its partners’ Intellectual Property may subject you to penalties or damages, including but not limited to those related to violation of trademarks, copyrights, privacy and publicity rights.

**25.3** By using this site you acknowledge and agree that any communication or material you transmit to this site, in any manner and for any reason, will not be treated as confidential or proprietary. Furthermore, you acknowledge and agree that any ideas, concepts, techniques, procedures, methods, systems, designs, plans, charts, or other materials you submit to Halo Drinks Limited through this site will become and remain Halo Drinks Limited’ property and therefore may be used by Halo Drinks Limited anywhere, anytime and for any reason whatsoever, without notice, compensation or any other obligation to you or any other person.

1. **INDEMNITY**

You agree to indemnify and hold Halo Drinks Limited harmless from and against any breach by you of these Terms and any claim or demand brought against Halo Drinks Limited by any third party arising out of your use of the site, Services and/or any Content submitted, posted or transmitted through the Services, including without limitation, all claims, actions, proceedings, losses, liabilities, damages, costs, expenses (including reasonable legal costs and expenses) howsoever suffered or incurred by Halo Drinks Limited in consequence of your breach of these Terms.

1. **DISCLAIMERS AND LIMITATION OF LIABILITY**

**27.1** Use of the site and Services is at your own risk. The site and Services are provided on an “AS IS” and “AS AVAILABLE” basis without any representation or endorsement made and without warranty of any kind whether express or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

**27.2** By entering this site you acknowledge and agree that your use is at your own risk and that this site, its owners, officers, directors, employees, or any of the parties involved in creating, producing, or delivering this site are not liable for any damages whatsoever, including any direct, incidental, consequential, indirect or special damages, or any other losses, costs or expenses of any kind (including legal fees, expert fees, or other disbursements) which may arise, directly or indirectly, regardless of whether or not such liability or damages arise in contract, tort, negligence, equity, statutorily, or otherwise, in any connection with the access to, the use of, or browsing of this site or in connection with any content, information, data, promotions, activities, associated with this site, or in connection with your downloading of any materials, text, data, images, video or audio from this site, including but not limited to anything caused by any transmission defects, viruses, bugs, human action or inaction of any computer system, phone line, hardware, software or program malfunctions, or any other errors, failures or delays in computer transmissions or network connections. You specifically acknowledge that Halo Drinks Limited shall not be liable for user submissions to the Services or the defamatory, offensive, or illegal conduct of any third party and the risk of harm or damage from the foregoing rests entirely with you.

**27.3** Halo Drinks Limited makes no warranty that the site or Services will meet your requirements, that Content will be accurate or reliable, that the functionality of the site or Services will be uninterrupted or error free, that defects will be corrected or that the site or Services or the server that makes them available are free of viruses or anything else which may be harmful or destructive.

**27.4** Nothing in these Terms shall be construed so as to exclude or limit the liability of Halo Drinks Limited for death or personal injury as a result of the negligence of Halo Drinks Limited.

**27.5** Nothing in these Terms shall affect your statutory rights as a consumer.

1. **TECHNICAL FAILURES**

Halo Drinks Limited and its agents are not responsible for technical, hardware or software failures of any kind, lost or unavailable network connections of failed, incomplete, corrupted or delayed computer transmissions which may limit a participant’s ability to participate in a contest.

**PART 4: OTHER IMPORTANT TERMS**

**GENERAL**

**29.1** We may transfer our rights and obligations under a Contract or these Terms to another organisation, but this will not affect your rights or our obligations under these Terms.

**29.2** You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.

**29.3** The Contract is between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

**29.4** 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.

**29.5** 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 default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

**29.6**  These Terms, and any Contract between us, are only in the English language and are governed by English law. This means a Contract for the purchase of Products through our site and any dispute or claim arising out of or in connection with it will be governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

**Terms and Conditions**

**PRIVACY POLICY**

**INTRODUCTION**

Our commitment to protect your privacy and the security of your personal information is as strong as our pledge to bring you the world’s best beers. Please take a minute to read this document that, together with our [Cookie Policy](https://shop.camdentownbrewery.com/pages/cookie-policy) (the ‘Privacy Policy’), explains how we use your personal information and the choices you have. By proceeding to use this site, you are consenting that we process your personal information in accordance with this Privacy Policy. Cheers!

**1. WHAT INFORMATION DO WE COLLECT?**

Information you give us:

a) through registration;

b) when you purchase an item;

c) when you enter information on certain pages on the site or login using your social media profile, when you register to our Loyalty programme, when you connect to the wifi network in our store or when you contact us by phone or email. This includes your date of birth, name, email address, phone number and social media profile details;

d) transaction details, purchase history and items saved on your basket;

e) payment information and bank details such as your credit or debit card number and other card information, as well as billing and shipping details;

f) other information we may ask in connection with promotional offers, surveys, contests or other marketing activities.

**Information we collect** using cookies and other tracking technologies, such as device information, IP address, usage and location data. Check our Cookie Policy for details.

**Information we receive from other sources**, such as when somebody buys a gift for you on our site and from partners we jointly offer services with or from advertisers, about your interactions with them. This may comprise your name, geographic location, age, shopping habits, user-generated content (such as blogs and social media postings), social media user name or other social media profile information (such as number of followers), in each case as permitted by law. We rely on the lawful basis for processing (which could be the consent you give to third parties) prior to us receiving that information for processing. Refer to the third party privacy statements of each of the websites you interact with for further details of that party’s processing.

**2. HOW DO WE USE YOUR INFORMATION?**

We use the **information you give to us** to:

• process any order that you make and making sure you have a great experience using our services;

• provide customer service and support and respond to your queries and requests;

• notify you that it’s your lucky day and you have been selected as a winner of a contest or sweepstake (or to confirm your entry to future competitions or events);

• protect and prevent against fraud;

• enable our experts to conduct data analysis to help us improve our services and advertising, including showing you our adverts as you browse the web. We also anonymise and aggregate personal information (so that it does not identify you) and use it for purposes including testing our IT systems, research, data analysis, improving our site and app, and developing new products and services; and

• keep you updated on our latest announcements or send you post and emails with information about our products that we believe may be of interest to you. You may receive marketing communications from us if you have purchased goods from us and you have not opted out of marketing. We will do this when we believe it is in our mutual interests to do so. If you would like to change your communication preferences or if you no longer want to be part of our mailing list, please team@halo-drinks.co.uk

We use the**information we collect** to:

• administer our site and improve your browsing experience, including tailoring content offered to you.   
We use data profiling in order to make the content we make available to you more interesting and relevant. You have the right not to be subject to a decision based solely on automated processing. See 6. Your rights (and how to exercise them!) for more details.

• to identify and prevent default in payments, fraud and other harmful activity, to defend our rights or property and to protect the rights and interests of our consumers and users; and

• as part of our efforts to keep our site safe and secure.

We use **the information we receive from other sources** to:

• combine it with information you give to us and information we collect about you for the purposes set out above (depending on the types of information we receive). These are companies approved by you, such as social media sites.

In accordance with the law, we will only retain your personal information for the period necessary to accomplish the purpose for which it was provided. We keep this data under periodic review to ensure it is still necessary for us to retain it. If reasonably necessary or required to meet legal or regulatory requirements, resolve disputes, prevent fraud and abuse, or enforce our terms and conditions, we may also keep hold of some of your information as required, even after you have closed your account or it is no longer needed to provide the services to you.

**3. HOW WE SHARE YOUR INFORMATION?**

We may share your personal information with our affiliated companies and with reputable service providers that help us run our business and improve our services and your customer experience, including matters such as warehousing and delivery, credit card and data processing, marketing and advertising, management of our loyalty programmes, IT hosting and market research. In order to ensure the security of your transactions and prevent or detect fraudulent transactions, we may also share your information with our fraud screening partner. We won’t otherwise sell or distribute your personal data unless we have your permission or are required by law to do so.

Be aware that our site includes social network plugins, so certain data (your current IP address, visited sites, date and time) is forwarded to these social media services even if you are not registered with them. If you are already logged into the social media service when you click on the social media button, the social media service may also use this data to identify your user name and possibly even your real name. Unfortunately, we have no control over the extent, nature and purpose of such data processing or their privacy practices – we suggest you review their privacy statement.

You can rest assured that we’ll only disclose your information for the specific purposes mentioned in (2) and that your data security is being taken care of. These third parties are bound to process your personal data only on our strict instructions and when they can offer adequate technical and organizational measures to protect it.

We may also disclose your personal information as necessary to protect the security and integrity of our site according with the law, in the event that we sell or transfer all or a portion of our business or assets to a third party, or as required or authorized by law.

**4. SHARING INFORMATION OVERSEAS**

We may transfer your personal information to service providers located in countries other than the one in which you live (only to the extent that it is necessary to fulfill the purposes outlined in (2) But worry not, we will take appropriate steps to provide an adequate level of protection using the standards set within the EEA as minimum. No matter where you reside, your data will be processed in accordance with the provisions of this Privacy Policy and as required by the law.

**5. SECURITY OF DATA**

We adopt technical and organisational measures to protect your data as comprehensively as possible. In addition to the commitment of our employees to secrecy and a careful selection and monitoring of our service providers, who are bound to comply with high security standards for the protection of your personal data, we also secure our operating environment adequately.

To protect your data against unwanted access, we use data encryption. Data collected from this site will be passed between your computer and our server and vice versa via the internet using 256-Bit TLS (Transport Layer Security) encryption. We will not use encryption though if you exchange only generally available information with us. In order to secure the transmission of sensitive bank and credit card details and to protect data from abusive use we utilize in transit encryption (SSL, Secure Socket Layer). Data stored in our database is also encrypted using 256-Bit AES encryption.

**6. YOUR RIGHTS**

As a much loved user of our site, you have the right to request details of personal information which we hold about you as well as the purpose of its processing (you can check in (2) the lawful basis we rely on to process your information). You have the right to object to this processing if you wish, but please bear in mind that if you object this may affect our ability to carry out tasks above for your benefit. In addition, you have a right to demand the correction of incorrect data and the deletion of that which is inappropriate or no longer needed.

If you are seeking to exercise any of your statutory rights or if you have any comments, queries, or complaints about our collection or use your personal information please email u s team@halo-drinks.co.uk. Your request will be investigated by our Data Protection Officer. A response to your request will be provided in writing as soon as possible and certainly within 30 calendar days of the days we received the request. We expect that our procedures will deal fairly and promptly with your request. However, if you remain dissatisfied, you have the right to lodge a complaint with the [Information Commissioner’s Office](https://ico.org.uk/concerns/).

**8. CHANGES TO OUR PRIVACY POLICY**

We keep our Privacy Policy under regular review. Any changes we may make to this Privacy Policy in the future will be posted here.  
  
This Privacy Policy was last updated on 20 April 2020.