

Terms and Conditions

1. About this Website and System

The ReOpen website and system is owned and operated by Lanchester Wine Cellars Ltd. References in these terms and conditions to “ReOpen”, “Lanchester Wines”, “us” or “we” are references to Lanchester Wine Cellars Ltd.

Your use of the services, information text, graphics and materials provided via or on the ReOpen Website and or the ReOpen system (“Material on this Website/System”) are governed by these Terms of Use and our Privacy Policy. By using this website, you agree to be bound by these Terms of Use and accept our Privacy Policy.

2. Links from Other Websites

You may also be using the ReOpen website as part of a link from another website, or a window or frame in that other website. Regardless of the appearance of the site, your transaction occurs with, and payment is processed by, ReOpen, subject to the terms and conditions outlined below.

3. Privacy

Your privacy is very important to ReOpen. Please read our Privacy Policy for details on how we collect and handle your personal information.

4. Availability of the ReOpen Website and System

4.1. As electronic services are subject to interruption or breakdown, access to the ReOpen Website and system is offered on an “as is” and “as available” basis only.

4.2. You are responsible for ensuring that you have alternate contingency plans in place to enable you to take orders or transactions should the ReOpen Website and System be unavailable.

4.3. ReOpen may impose limits or restrictions on the use you may make of the ReOpen Website. ReOpen may withdraw the ReOpen Website at any time and with 30 days’ notice.

5. ReOpen Product Information and Acquisition of Products and Services

5.1. The ReOpen Website contains both information of a general nature about ReOpen’s products and services (the “Products”).

5.2. Where the ReOpen Website enables you to sign-up to the Products: We may enter into a binding contract for the provision of the Products through a process in which ReOpen receives an electronic online form via the ReOpen Website and you electronically communicate your acceptance via tick box of that offer on the online form and submitting via the ReOpen Website;

· ReOpen may act on and process all completed electronic instructions, messages, requests or communications issued or transmitted to ReOpen via the ReOpen Website (each an ‘Electronic Instruction’) without further confirmation from or reference to you; and

· ReOpen may treat an Electronic Instruction as authentic and is under no obligation to investigate the authenticity or authority of persons issuing or transmitting such Electronic Instruction, or to verify the accuracy and completeness of such Electronic Instruction.

5.3. You must be the account or credit card holder for any Products which you attempt to acquire via the ReOpen Website.

5.4. Creating a binding contract with ReOpen via the ReOpen Website is an online process: you must register online through the signup page before signing up to our monthly rolling software subscription.

5.5. You acknowledge that the transmission of your acceptance through an Electronic Instruction may not be received by ReOpen in accordance with this clause for reasons beyond either parties’ reasonable control including, but not limited to, mechanical, software, computer, telecommunications or electronic failure. You further acknowledge that, to the extent permitted by law, ReOpen is not liable to you or your clients in any way for any loss or damage at all and however caused, arising directly or indirectly in connection with the use of ReOpen in any way.

5.6. ReOpen may issue a paper confirmation of the Products acquired by you. The existence of a binding contract is not conditional on ReOpen issuing, or you receiving, a paper confirmation of the transaction.

5.7. ReOpen may at its discretion refuse to accept a new Account, close any Account, or refuse to provide service to a former client or any other user. The reasons for this include; but are not limited to circumstances where a client has currently or in the past attempted to circumvent ReOpen security measures, has misused their account, have used or attempted to use their account for unlawful purposes or for any other reason.

6. Payments

6.1. All payments must be made in full by clear funds before the signup will be accepted, processed and acted on by ReOpen.

6.2. Unless provided for otherwise, all payments referred to in 6.1 above are to be made by credit or debit card issued in your name (Visa, MasterCard or American Express). You must therefore provide ReOpen with all required credit card and/or bank account details. ReOpen may securely store your credit card number for security and verification purposes, or as part of your ongoing payment if you request ReOpen to do so.

6.3. Unless otherwise arranged, payments related to the use of ReOpen are to be paid automatically using your nominated credit or debit card. All invoices are due on the monthly anniversary date that you signed up to ReOpen on. Additional charges may be applied for any accounts not processed automatically using the auto-payment system, unless the payment failure was due to an error caused by ReOpen. Invoices one week or more overdue may result in additional charges being applied and notices being placed on your ReOpen account to remind users that payment is overdue. Accounts that remain unpaid for an extended period may also be subject to access restrictions and/or full suspension of services until payment is made.

7. Prices and Invoice Errors

7.1. ReOpen endeavours to ensure that all invoices are accurate and correct. ReOpen reserves the right to adjust any fees, charges or prices as necessary, even if the Products acquired have been paid for in full, to reflect such cost increases passed onto ReOpen.

7.2. ReOpen reserves the right to correct any errors in fees, charges, rates or prices quoted or billed, even if the Products acquired have been paid for in full.

8. Cancellation Charges and Alterations

ReOpen reserves the right to charge you a fee for each alteration, variation or update to a Service requested. ReOpen will inform you in advance if a charge will apply for any variations you request.

9. Refunds for Unused Services

9.1. ReOpen will not issue you with a refund for any pre-paid service other Products which are not used or utilised for any reason, including for reasons beyond your control such as pandemics, illness, strikes, natural or manmade disasters or acts of God.

9.2. All upfront payments for set-up and monthly fees are non-refundable and if cancellation is given will be used towards work done.

10. Warranties

Whilst every effort has been made to ensure that information is free from error, ReOpen does not warrant the accuracy, adequacy or completeness of Material on the Website or System. All information is subject to change without notice. ReOpen does not guarantee that the ReOpen Website or any third-party websites will be free from viruses, or that access to the ReOpen Website will be uninterrupted. All terms implied by law, except those which cannot be lawfully excluded, are excluded.

11. Limitation of Liability

11.1. Subject to any responsibilities implied by law and which cannot be excluded, ReOpen, and its directors, employees, agents and contractors, are not liable to you or your clients for any losses, damages, liabilities, claims and expenses (including but not limited to legal costs and defence or

settlement costs) whatsoever, whether direct, indirect or consequential, arising out of or referable to the services provided through the ReOpen Website, System, any Material on this Website, any third party material, or from access to the ReOpen Website by you, howsoever caused, whether in contract, tort including negligence, statute or otherwise.

11.2. The liability of ReOpen for breach of a condition or warranty implied by law, and which cannot be excluded, is limited, to the extent possible and at ReOpen's option, to the supply of the goods or services again, the repair of the goods, or the payment of the cost of having the goods or services supplied again or repaired.

11.3. ReOpen does not accept any liability for a confirmed order that is not available at arrival time due to clerical or administrative errors on the part of you or your staff.

12. Indemnity

You indemnify and hold harmless ReOpen in respect of all liability incurred by ReOpen for any loss, damage, cost or expense, howsoever caused, suffered or incurred by ReOpen as a result of your breach of these Website Terms of Use, or your use of the ReOpen Website, System or any Material on this Website.

13. Copyright and Trademarks

13.1. Copyright in the Material on this Website is owned by ReOpen.

13.2. Except where necessary for and incidental to viewing the Material on this Website via your web browser, or as permitted under the UK Copyright Act 2014 or other applicable laws, no Material on this Website may be copied, reproduced, stored in an electronic or other retrieval system, adapted, uploaded to a third party location, framed, performed in public or transmitted in any form by any process whatsoever without the specific written consent of ReOpen.

13.3. Third party trademarks are trademarks of the respective third parties.

14. Use of the ReOpen Website/System

14.1. You must not use any robot, spider, other automatic device or manual process to monitor, copy or extract any web pages on the ReOpen Website/System, or any of the content contained within, without ReOpen's prior written permission;

14.2. You must not use any device, software or routine to interfere or attempt to interfere with the proper working of the ReOpen Website/System or any transaction or process being conducted on or through it;

14.3. You must not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the ReOpen Website/System; and

14.4. You must not reverse engineer, reverse assemble or otherwise attempt to discover source code or other arithmetical formula in respect of the software underlying the infrastructure and processes associated with the ReOpen Website/System.

15. Termination

15.1. These Terms of Use and your access to the ReOpen System may be terminated at any time by ReOpen with 30 days' notice to you. All restrictions, indemnities and licences granted by you, and all disclaimers and limitations of liability by ReOpen, will survive termination. However, upon termination, you will no longer be authorised to access the ReOpen System.

15.2. All data held by ReOpen can by written request to help@reopenapp.com be supplied in a CSV format for you to meet all legal requirements of holding customer and transaction data.

15.3. If you wish to cancel your services, you must give 30 days' notice in writing by email help@reopenapp.com. For avoidance of doubt any fees due within the notice period must be paid and services will stop at the end of the time paid for.

15.4. No fees paid will be refunded at any time.

16. Acceptance and Changes to Terms

16.1. You acknowledge and accept that your use of the ReOpen Website/System indicates your acceptance of these Terms of Use and the Privacy Policy.

16.2. These are the current Terms of Use. They replace any prior terms of use for the ReOpen Website/System agreed or published on the ReOpen Website to date.

16.3. ReOpen may at any time vary the Terms of Use by publishing the varied Terms of Use on the ReOpen Website. ReOpen is under no obligation to specifically notify you of any variation to these Terms of Use. You accept that by publishing the varied Terms of Use on the ReOpen Website, that ReOpen has provided you with sufficient notice of the variation. By your use of the ReOpen Website/System after any variation, you are taken to have accepted and assented to the new Terms of Use.

17. General

17.1. All prices listed on the ReOpen Website are in Great British Pounds, unless otherwise indicated.

17.2. This agreement, the ReOpen Website/System, and the acquisition of products and services via ReOpen, are governed by Scottish Law.

17.3. You irrevocably submit to the exclusive jurisdiction of the courts of Scotland, and courts of appeal from them, for determining any dispute concerning this agreement, the ReOpen Website/System, or the acquisition of products and services via ReOpen.

17.4. You irrevocably waive any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

17.5. Should any clause or part thereof of these Terms of Use be found to be void, unenforceable or invalid, then it is severed from this agreement, leaving the remainder in full force and effect, provided that the severance has not altered the basic nature of this agreement.

18. Terms-of-Use Specific to GDPR

To the extent that ReOpen acts as a “Processor” to you as a “Controller”, in relation to your Data originating from the EEA, the following terms apply and form part of your agreement (“Agreement”) with us regarding the use of ReOpen.

(For definition of these terms under the GDPR see www.eugdpr.org/)

19. Compliance with your Instructions

ReOpen may only process Personal Data in connection with its performance of Services pursuant to the Agreement, or as otherwise instructed by you or required by applicable law. If we receive an instruction by you that in our view may be illegal or contradict the GDPR we will inform you in a timely manner.

The subject-matter, duration, nature and purpose of the Processing, types of Personal Data and categories of individuals will be the same as for the relevant Services to which the Processing relates. ReOpen may aggregate or anonymise your Data for the purpose of product or service improvements, data science and reporting.

20. Security

ReOpen has implemented and continues to maintain commercially reasonable technical and organisational measures for the ReOpen Services that are designed to protect Personal Data against accidental or unlawful destruction, loss, alteration, disclosure or access. ReOpen will notify you of a data security incident per the requirements of the GDPR.

21. If you are Audited

Upon your request, up to once a year, ReOpen will assist you in gathering the information needed, this will consist of data extracts in CSV format to allow you to meet your legal requirements for audit purposes.

22. Receiving Assistance from Us

ReOpen will provide you reasonable assistance to allow you to demonstrate your compliance with obligations pursuant to this Agreement in respect of notifying Personal Data Breaches to a Supervisory Authority and individuals and conducting Data Protection Impact Assessments.

23. If we receive an Individual Request

ReOpen will notify you of requests received directly from individuals in relation to the processing of their Personal Data, unless prohibited from doing so under applicable law. ReOpen may, but is not

required to, acknowledge receipt of such request and ask additional questions to determine the identity and nature of the request, or may refer such request and individual to you directly, and provide you with reasonable assistance in meeting the request in a timely manner.

You are solely responsible for providing any necessary notices to, and obtaining any necessary consents from, individuals with respect to the Processing of Personal Data pursuant to this Agreement.

24. Sub-Processors we might Use

You agree that ReOpen may use Sub-Processors to assist ReOpen in Processing Personal Data for the performance of the Services, provided that:

- ReOpen imposes no less stringent duties on such Sub-Processors regarding security and confidentiality of Personal Data as those set out in this Agreement.
- ReOpen remains responsible to you for the performance of the relevant Services by the Sub-Processor.
- ReOpen maintains a list of such Sub-Processors, and provides you with reasonable notice of any addition of Sub-Processors. In order to receive such notice, you may be required to sign up to a notification procedure. You accept to sign up to such procedure if so requested and that your failure to do so may result in missing the deadline to object to new Sub-Processors. You may within five (5) business days of receiving a notice, object to the involvement of such new Sub-Processor in the delivery of the relevant Services through providing notice (via email to help@reopenapp.com) of objective justifiable grounds related to the ability of such Sub-Processor to protect the Personal Data or comply with data protection requirements applicable to Sub-Processor. In the event that the objection is not unreasonable, the Parties will work together in good faith to find a solution to address such objection within five (5) business days, including but not limited to reviewing additional documentation supporting the Sub-Processors' compliance or trying to make the Services available without the involvement of such Sub-Processor.

25. Return and Deletion of Personal Data

Upon termination or expiration of the Services, ReOpen will make available to you Personal Data maintained by ReOpen for a duration of three (3) months to allow you to retrieve where reasonably technically feasible your Personal Data in a commonly used format set out by ReOpen. After such period, ReOpen may destroy or otherwise render inaccessible, at our discretion, such Personal Data from the production environment of the Services, except as may be required by law. Actions set out in this section are at your sole cost.

26. Changes

We may make changes to this Agreement from time to time as necessary to reflect changes in our business or legal and regulatory requirements. Changes we make will become effective when we publish a modified version of the Agreement on our websites. If you continue using the Services after any changes, it means you have accepted them. If you do not agree to any material changes, you must stop using the Services, and you can terminate your account by emailing help@reopenapp.com

27. Licensing

It is your responsibility to ensure that your premises licence allows you to sell alcoholic beverages for consumption on or off your premises. Lanchester Wines accepts no liability for any breach of your premises licence resulting from your use of the ReOpen digital marketplace or you providing takeaway or delivery services that include alcoholic beverages in breach of your licence.