

McMullen & Sons Ltd is a company registered in England under company number 51456 with its registered office at 26 Old Cross, Hertford, SG14 1RD (the "Company"). The Company operates the website: [www.mcmullens.co.uk](http://www.mcmullens.co.uk) (the "Website").

## 1. Products

1.1 The Company reserves the right to alter prices of products and conditions of sale on this site, without giving notice.

1.2 Any changes will not apply to orders already being processed.

## 2. Customers

2.1 To buy our beers, you must be aged 18 years or over and capable of entering into a contract.

2.1.1 If requested, you must be able to supply proof of age.

## 3. Gift Vouchers

3.1 The voucher is to be retained by the pub retailer on redemption.

3.2 Valid for the purchase of food, drink and hotel stays.

3.3 The value of this voucher will be discounted from your bill.

3.4 The value of this voucher is not transferable.

3.5 We will not be held liable for any lost or stolen vouchers.

3.6 Only redeemable at participating retailers.

3.7 Visit <https://www.mcmullens.co.uk/gift-vouchers> for a full list of participating venues.

3.8 We reserve the right to amend these Terms and Conditions.

3.9 Not exchangeable for cash.

## 4. Payment

4.1 Payment, in full, must be made by credit or debit card (Visa, MasterCard, Delta/Connect, Switch) prior to dispatch of product(s).

4.1.1 We do not accept liability for any losses or costs incurred or sustained by customers who transmit credit or debit card information.

## 5. Delivery

5.1 McMullen Beer will be delivered within 5 working days (subject to any events that are beyond our reasonable control) from receipt of your order, unless a later date is requested at checkout.

5.1.1 Beer deliveries can be made to mainland England and Wales only.

5.1.2 If you have not stated specific delivery instructions (i.e. a safe place to leave your parcel) and there is no one aged over 18 to sign for the delivery, the driver will leave notification of attempted delivery. Customers will need to re-arrange for the driver to return at a convenient time.

5.2 While every care will be taken to deliver the goods safely, some breakages may occur. Provided we are notified within 2 days of delivery, we will replace the damaged goods or, if you prefer, give you a refund in respect of the damaged goods.

## 6. Limitation of Liability

6.1 We shall not be liable to pay any compensation to you other than any refund as provided above. In particular, but without limitation, we shall not be liable to you for loss of profit, damage to goodwill or any indirect or consequential loss/damages arising out of any damage, defect, negligence or other failing on our part unless:

a) you have expressly made us aware in writing prior to purchase of the nature and extent of the loss or damage which may suffer in such situation, and:

b) we have expressly confirmed in writing that we accept liability for such matters.

6.2 Nothing in these terms shall limit any rights you may have as a customer that are not capable of being lawfully excluded or limited. Nor shall it exclude or restrict liability to you for any death or personal injury resulting from our negligence.

## 7. Governing Law

7.1 These terms shall be governed by and construed in accordance with English Law and all parties shall submit to the exclusive jurisdiction of the English Courts.

## 8. Returns Policy

### 8.1 Beer

8.1.1 All claims for damaged or missing goods must be notified to the Company within 2 days of delivery or, in the case of non-delivery, within 2 days of the anticipated date of delivery.

8.1.2 We shall not be liable for any consequential loss, including (but not limited to) loss caused by late delivery, where such loss is not caused by any breach on the part of the Company, its employees, or agents.

8.1.3 If for any reason you are unhappy with your beer purchase, we will exchange or refund the affected product, provided it is returned within 14 days. It must be

returned in the original packaging, accompanied by the delivery note, and your reason for return including details of how the beer has been stored and served.

## 8.2 Gift Voucher(s) / Tote Bags

8.2.1 Gift vouchers and tote bags are non-refundable once issued.

8.2.2 If voucher(s) or tote bags are not delivered within 2 days of expected delivery date please notify the Company.

8.3 Other merchandise including, but not limited to, t-shirts, jumpers, and beanies.

8.3.1 All claims for damaged or missing goods must be notified to the Company within 2 days of delivery or, in the case of non-delivery, within 2 days of the anticipated date of delivery.

8.3.2 We shall not be liable for any consequential loss, including (but not limited to) loss caused by late delivery, where such loss is not caused by any breach on the part of the Company, its employees, or agents.

8.3.3 If you are unhappy with your purchase, we will exchange or refund the affected product, provided:

8.3.4 The Company is notified within 2 days of delivery and

8.3.5 It is returned within 14 days.

8.3.6 It must be returned in the original packaging, accompanied by the delivery note, and reason for return.

## 9. Social Media (referring to all accounts owned by the Company)

### 9.1 Tagged content

9.2 When you post and/or tag any social media content (including, without limitation, photos, text, graphics, video, comments or any other content) in relation to the Company on social media sites (such as Instagram or Facebook) ("Social Content"), we may request your permission to use this Social Content in connection with our business. Such use may be in conjunction with the Website, electronic media and/or print materials.

9.3 By responding to our request with post with an affirmative response.

9.3.1 you grant the Company a non-exclusive, royalty free worldwide license to use the Social Content for its marketing and/or in its advertising, including the Website, online store, emails, social media, Company channels and paid social media, store materials and other customer communications conducted by the Company, its affiliates or partners. The Company may use, reproduce, distribute, combine with other materials, alter and/or edit your Social Content in its sole discretion; and

9.3.2 you guarantee that:

9.3.2.1 you own all rights (including copyright) in the Social Content uploaded or, if the Social Content is subject to third party rights, you have acquired and obtained all

licenses, rights, consents and permissions for you and the Company to publish the Social Content;

9.3.2.2 you are over the age of 18;

9.2.2.3 the Company's use of your Social Content will not violate the intellectual, proprietary or other rights of any third party or applicable law. You release and discharge the Company from all claims and obligations to pay you for any use of the Social Content.

9.4 By consenting to our request to use your Social Content, you grant the Company the right to publish your name, username, likeness, and caption associated with that content in connection with the use of your content.

9.5 If you believe that any Social Content uploaded on the Website infringes someone's intellectual property or legal rights, is offensive, inflammatory or inappropriate then you can report the photo by sending an email to [marketing@mcmullens.co.uk](mailto:marketing@mcmullens.co.uk)

## 9.6 Giveaways

9.7 All giveaways are open to residents of the UK, excluding Northern Ireland, who are aged 18 or over at the date on which they enter the giveaway.

9.8 To enter the giveaway, you must be following the social media account that posts the giveaway and

9.8.1 Complete all required entry criteria including, but not limited to, liking the post, tagging someone in the comments, or sharing to stories.

9.9 Giveaways are run at the Company's discretion and prize(s) listed on the original post.

9.10 The entry cut-off date will be clearly indicated on the original social post, and, where possible, the winner contacted by DM.

9.11 The cut off for entries will be listed on the original post. Any entries after the cut off will not be considered.

9.12 The winner will be chosen at random, by a computer generator.

9.13 In the event that we are unable to contact a winner within one (1) working day of the relevant draw, we reserve the right to award the prize to an alternative winner.

9.14 The prize will be delivered to the address you provide, the Brewery, or the McMullen's pub chosen by the winner, within 30 days of that provision.

9.15 We reserve the right to cancel or retract a winning entry if we find any of the above has been violated or if the entrants conduct goes against the good nature of competition as intended.

If you have any queries or complaints, please contact us:

By post:  
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26 Old Cross  
Hertford  
SG14 1RD

By email: [contact@mcmullens.co.uk](mailto:contact@mcmullens.co.uk)

By phone: 01992 584911