

Terms of use

Please read these terms of use carefully before using this site or our mobile app.

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1. Introduction

1.1 These Terms of Use govern your use of our website (www.ALDI.co.uk) and our associated domains (our “**Site**”). These Terms of Use apply whether you are accessing our Site through an internet browser or through an ALDI "App" on your mobile device (the "App"). These Terms of Use apply whether you are a guest or a registered user. By using our Site / App, you accept these Terms of Use in full. If you disagree with these Terms of Use or any part of them, you must not use our Site / App.

1.2 **Other Applicable Terms:** These Terms of Use refer to the following additional policies and terms, which also apply to your use of our Site and the App:

- our [Privacy Notice](#), which sets out the terms on which we process any personal data we collect from you, or that you provide to us. You consent to such processing by using our Site / App;
- our [Content Management Policy](#), which governs how we deal with content which you submit to us; and
- if you purchase products from our Site or through the App, our [Terms and Conditions of Sale](#) will govern all such purchases.

2. Who we are

2.1. We are ALDI Stores Limited. We are registered in England & Wales under registration number 02321869. Our registered address is Holly Lane, Atherstone, Warwickshire, CV9 2SQ. Our VAT number is GB813053468.

3. Contacting Us

3.1. We welcome questions and comments regarding these Terms of Use. If you would like to contact us please refer to the “[Contact Us](#)” page of our Site or use the links provided in the App.

4. Changes to our site and the app

4.1. We may update our Site and the app from time to time, and may change the content at any time. In addition, any part of our Site / App may be out of date at any given time, and we are under no obligation to update it. As such, we do not guarantee that our Site, the App, or any content on them, will be complete, accurate or free from errors or omissions.

Software updates for the App may be issued from time to time. Depending on the update, you may not be able to use the App until you have downloaded or streamed the latest version of the App and accepted any new terms.

5. Changes to these terms of use

5.1. We may revise these Terms of Use at any time by amending this page. We recommend that you check this page from time to time to take note of any changes we have made, as they are binding on you if you continue to use our Site or the App.

5.2. These Terms of Use were last updated on 08/08/2018.

6. Access to our site and the app

6.1. General Access:

6.1.1. We reserve the right to restrict access to areas of our Site and the app, or indeed our whole Site, at our absolute discretion.

Our Site, and the app, are directed to people residing in the United Kingdom. We do not represent that content available on or through our Site or the app is appropriate or available in other locations. If you choose to access our Site or the app from outside the United Kingdom, you do so at your own risk.

We may limit the availability of our Site and the App or any service or product described on our Site / App to any person or geographic area at any time.

6.2. User Access:

6.2.1. You will not be able to purchase any age-restricted products (such as alcohol) unless you are over the required minimum age.

You will be asked to verify your e-mail address when you first register on the Site.

If we provide you with a user ID and password to enable you to access restricted areas of our Site / App or other content or services, you must ensure that they are kept confidential.

You must promptly notify us in writing if you become aware of any unauthorised use of your account or password.

You are responsible for any activity on our Site / App arising out of any failure to keep your password confidential, and may be held liable for any losses arising out of such a failure.

You must not use any other person's user ID and password to access our Site / App, unless you have that person's express permission to do so.

We may disable your user ID and password at our absolute discretion without notice or explanation.

7. Use of our App

7.1. Permission to use the Device: You will be assumed to have obtained permission from the owners of the device used to download or stream a copy of the App. You, or the owner of that device, may be charged by your and their service providers for internet access on the device. You accept responsibility for the use of the App on or in relation to the device.

7.2. License: In consideration of you agreeing to abide by the terms of these Terms of Use, we grant you a non-transferable, non-exclusive licence to use the App on the device, subject to these terms and the other applicable terms described above. We reserve all other rights.

7.3. Licence Restrictions: Except as expressly set out in these Terms of Use or as permitted by any local law, you agree:

- not to copy the App unless such copying is incidental to normal use of the App, or where it is necessary for the purpose of back-up or operational security;
- not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the App;
- not to make alterations to, or modifications of, the whole or any part of the App, or permit the App or any part of it to be combined with, or become incorporated in, any other programs;
- not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the App or attempt to do any such thing except to the extent that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the App with another software program, and provided that the information obtained by you during such activities:
 - is used only for the purpose of achieving inter-operability of the App with another software program;
 - is not unnecessarily disclosed or communicated to any third party without our prior written consent; and
 - is not used to create any software that is substantially similar to the App;
- not to provide or otherwise make available the App in whole or in part (including object and source code), in any form to any person without our prior written consent; and
- to comply with all technology control or export laws and regulations that apply to the technology used or supported by the App.

7.4. Third Party Licences: Any third party or 'open-source' licences used in or in relation to the App will be as described within the App itself.

8. Acceptable use

8.1. Contributions to our Site / App must be made in accordance with our Content Management Policy.

8.1.2. In addition, you must not:

- use our Site / App in any way that breaches any applicable local, national or international law or regulation, or in any manner inconsistent with these Terms of Use;
- use our Site / App fraudulently or maliciously, for example, to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious software;
- infringe our intellectual property rights or those of any third party in relation to your use of the Site or the App;
- conduct any systematic or automated data collection activities on or in relation to our Site / App without our express written consent (such as scraping, data mining, data extraction and data harvesting);
- use our Site / App to transmit or send unsolicited commercial communications, nor for any purposes related to marketing, without our express written consent; or
- access, interfere with, damage or disrupt (whether through the App or through the Site): any part of our Site, any equipment or network on which our Site is stored, any software used in the provision of our Site, or any equipment or network or software owned or used by any third party.

9. Product availability and pricing

9.1. If you purchase products from our Site or through the App, our Terms and Conditions of Sale will govern all such purchases.

9.2. The products advertised on our Site / App are available while stocks last. We offer no guarantee that any particular product will be available on our Site / App at any time, and reserve the right to withdraw products from sale or remove them from our Site / App without warning.

Not all products that are displayed on our Site / App are necessarily available for purchase in our stores (and vice versa).

9.3. Product packaging and prices are correct at time of uploading and may be subject to change.

9.4. Products and Prices may vary in Aldi Local, for online delivery through Deliveroo and in Scottish Stores. [Click here](#) to see more of our Scottish range.

10. Product reviews

10.1. You acknowledge that some of the information published on our Site / App may be submitted by users of our Site / App. In particular you acknowledge that:

- the views expressed by other users on our Site / App do not necessarily represent our views or values; and
- we do not warrant or guarantee the accuracy of any such information.

10.2. Please refer to the “[Contact Us](#)” page of our Site if you would like to contact us to discuss any comments or reviews shown on our Site / App.

11. Intellectual property

11.1. Our Intellectual Property:

11.1.1. We are the owner or the licensee of all intellectual property rights in our Site, the App, and in the material published on them. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

11.1.2. You may print off one copy, and may download extracts, of any page from our Site / App for your personal use.

11.1.3. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

11.1.4. Our status (and that of any identified contributors) as the authors of content on our Site / App must always be acknowledged.

11.1.5. You must not use any part of the content on our Site / App for commercial purposes without obtaining a licence to do so from us or our licensors.

11.1.6. If you print off, copy or download any part of our Site / App in breach of these Terms of Use, your right to use our Site / App will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

11.2. Your Intellectual property:

11.2.1. When you upload or post content to our Site / App, it will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but in uploading or posting content you grant us a non-exclusive, worldwide, irrevocable, royalty-free licence to use, reproduce, adapt, store, publish, translate and copy that content and to distribute and make it available to third parties in any existing or future media. You also grant to us the right to sub-license these rights, and the right to bring an action for infringement of these rights.

11.2.2. You further agree that we also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our Site / App constitutes a violation of their intellectual property rights, or of their right to privacy.

12. Exclusion of liability

12.1.2. Domestic and private use: Please note that we only provide our Site and the App for domestic and private use. You agree not to use our Site or App for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

Exclusion of implied terms: To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our Site / App or any content on it, whether express or implied.

12.1.3. Viruses: We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Site / App or to your downloading of any content on it, or on any website linked to it.

12.1.4. Third-party websites: We assume no responsibility for the content of websites linked on our Site / App. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

12.1.5. Liability which cannot be excluded: Nothing in these Terms of Use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

Use of the App: You acknowledge that the App has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the App meet your requirements.

Liability for our products: Different limitations and exclusions of liability apply to liability arising as a result of the supply of any products by us to you, which are set out in our [Terms and Conditions of Sale](#).

13. Breaches to our terms of use

13.1. Without prejudice to our other rights under these Terms of Use, if you breach these Terms of Use in any way, or if we reasonably suspect that you have done so, we may, without limitation:

- send you one or more formal warnings;
- temporarily suspend, or permanently prohibit, your access to our Site / App;
- block computers using your IP address from accessing our Site / App;
- contact your internet services provider, the law enforcement authorities, or any relevant regulatory authority regarding your use of, and access to, our Site / App;
- bring court proceedings against you for breach of contract or otherwise;
- suspend and/or delete your account on our Site / App; and/or
- require you to delete or remove the App from all devices, immediately destroy all copies of the App then in your possession, custody or control and certify to us that you have done so;
- remotely access the device and remove the App from it: and/or
- delete and/or edit any or all of your user generated content.

13.2. Where we suspend or prohibit or block your access to our Site / App or a part of our Site / App, you must not take any action to circumvent such suspension or prohibition or blocking (such as creating and/or using a different account).

14. Linking to our site

14.1. When using our Site / App you may:

- link to any page of Site / App (provided you do so in a way that is fair and legal, do not damage our reputation or take advantage of it and remove such links if we ask you to do so);
- not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists; and
- not frame our Site / App on any other website.

15. Trade marks

15.1. ALDI STORES LTD and our logo are trade marks belonging to us. We give no permission for the use of these trade marks, and such use may constitute an infringement of our rights.

15.2. The other registered and unregistered trade marks or service marks on our Site / App are the property of their respective owners. Unless stated otherwise, we do not endorse and are not affiliated with any of the holders of any such rights and as such we cannot grant any licence to exercise such rights.

16. Competitions

16.1. From time to time we may run competitions, free prize draws and/or other promotions on our Site / App. These will be subject to separate terms and conditions (that we will make available to you as appropriate).

17. Legal details

17.1. Assignment: We may transfer, sub-contract or otherwise deal with our rights and/or obligations under these Terms of Use without notifying you or obtaining your consent. You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these Terms of Use.

17.2. Severability: Each of the paragraphs of these Terms of Use 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.

17.3. Exclusion of Third Party Rights: These Terms of Use are not intended to benefit, or be enforceable by, any third party. As such, the exercise of our respective rights in relation to these Terms of Use is not subject to the consent of any third party.

17.4. Law and Jurisdiction: These Terms of Use are governed by English law and you can bring legal proceedings in respect of them in the English courts. If you live in Scotland you can bring legal proceedings in respect of them in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of them in either the Northern Irish or the English courts.

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1. Introduction

1.1. What these terms cover. These are the terms on which we supply the product available through our Site (our "Products") to you.

1.2. Why you should read them. Please read these Terms of Sale carefully before you submit your order to us. These Terms of Sale tell you who we are, how we will provide your order to you, how you and we may change or cancel your order, what to do if there is a problem and other important information.

1.3. Legal Rights. You may have heard references to the "statutory" or "legal" rights which consumers always have in the United Kingdom. Nothing in these Terms of Sale will affect those legal rights.

1.4. We only sell to the UK. Our Site is solely for the promotion and sale of our Products in the United Kingdom. As such, we do not accept orders from or deliver to addresses outside the United Kingdom.

1.5. We do not accept orders for re-sale.

2. Who We Are

2.1. We are ALDI Stores Limited. We are registered in England & Wales under registration number 02321869. Our registered address is Holly Lane, Atherstone, Warwickshire, CV9 2SQ. Our VAT number is GB813053468.

2.2. We operate the website www.ALDI.co.uk and our associated domains (our "Site").

3. Contacting Each Other

3.1. Contacting our Customer Service Team. Please contact us using the details below if you have any issues with your Product or order. Our team of trained customer service representatives are available Monday to Saturday 08:00 to 20:00 and Sunday 10:00 to 16:00 (UK time).

3.1.1. **E-mail:** Click [here](#) for more information on contacting us.

3.1.2. **Phone:** 0800 042 0800

Please note it will help speed things up for you if you can provide us with details of your name, home address, order number and, if applicable, your phone number and e-mail address.

3.2. Other ways to contact us. Our general contact details can be found on the "[Contact Us](#)" page of our Site.

3.3. How we may contact you. If we have to contact you we will do so by a phone call or by writing to you at the e-mail or postal address which you provided to us in your order.

3.4. "Writing" includes e-mails. When we use the words "writing" or "written" in these Terms of Sale, this includes e-mails.

4. Changes to these Terms of Sale

4.1. We may revise these Terms of Sale at any time by amending this page. We recommend you check this page from time to time to take note of any changes we have made, as they are binding on you if you place an order after such changes have been made.

4.2. For the avoidance of doubt, changes to these Terms of Sale will not affect any orders placed before those changes were uploaded to our Site.

4.3. These Terms of Sale were last updated on 1 May 2018.

5. Who Else Can I Talk To?

5.1. If you would like to speak to someone else in respect of Products you have ordered from us please consider the information on 'Alternative Dispute Resolution' and the Citizens Advice Service set out below.

5.2. Alternative Dispute Resolution.

5.2.1. Alternative Dispute Resolution (or "ADR") is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court.

5.2.2. In the unlikely event that our customer service team are unable to resolve your complaint, and you are still not satisfied following the conclusion of our complaints handling procedure, you may refer your complaint to RetailADR (previously 'The Retail Ombudsman'), which is a certified Alternative Dispute Resolution provider. Aldi are a member of RetailADR and follow their Scheme Rules, which means that we will be bound by their decision.

You may contact RetailADR:

- in writing at RetailADR, 33rd floor Euston Towers, 286 Euston Road, London, NW1 3DP;
- by email at enquiries@cdrl.org.uk;
- by web at www.retailadr.org.uk; or
- by phone on +44 (0)20 3540 8063.

5.2.3. Alternatively, the European Union has established its own ADR platform, this can be found at <http://ec.europa.eu/odr>.

5.3. Citizens Advice. Further information may be available from Citizens Advice service. Please visit the Citizens Advice website at www.adviceguide.org.uk or call 03454 04 05 06 for further details.

6. Placing orders with us

6.1. How to place an order. Our Site 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. Please take the time to check your order at each stage of the order process.

6.2. How we will accept your order. Our acceptance of your order will take place when we e-mail you to accept it, at which point a contract will come into existence between you and us on the basis of these Terms of Sale.

6.3. If we cannot accept your order. If we are unable to accept your order, we will inform you of this by e-mail, post or via a phone call, and will not charge you for the Product. This might be because the Product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the Product or because we are unable to meet a delivery deadline you have specified. Please note we may need to cancel orders for certain products because of the Scottish and Welsh Minimum Alcohol Pricing laws, see Clause 7.6 below for more detail.

6.4. Your order number. We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

6.5. Pre-Orders. In the case of Products listed on our site as pre-orders:

6.5.1. your order will not be confirmed before payment has been received;

6.5.2. 'Next Day' delivery is not available as delivery options, only CollectPlus, 'Named Day', and 'Standard' delivery types will be available. We reserve the right to remove the Named Day delivery type during peak times; and

6.5.3. your order will not be delivered before the On Sale Date, unless in the case of early dispatch of your order by the courier. When selecting a delivery option, only delivery days on or after the 'On Sale Date' will be available.

6.6. Tracking. Once your order has been accepted then, you will receive a confirmation email containing a 'Track My Order' link. This link will navigate you to a dedicated Aldi tracking page on our website where you can monitor the

process of your order. Depending on your chosen delivery service, you may receive SMS and e-mail notifications if you provided a number or e-mail address, regarding your order's progress directly from our carriers once your parcel(s) have left our warehouse.

6.7 Please note that you may only purchase 12 single bottles each of the Prosecco Superiore DOCG per 7 days. For all other wine and spirits orders, you may only purchase 60 bottles maximum of a single product.

7. Our products

7.1. Products may vary slightly from their pictures. The images of your order on our Site are for illustrative purposes only. Although we have made every effort to display the colours and packaging accurately, your Product may vary slightly from those images. Please, in particular, note that certain items such as hampers and gift boxes may be pictured with plates or similar decorative items not sold as part of the Product. Any such exclusions will be made clear in the Product's listing on the site.

7.2. Age-restrictions – General. Subject to Clause 7.3 below, you may only purchase Products from our Site if you are at least 16 years old.

7.3. Age-restrictions – Legally Restricted Products. Certain Products on our Site can only be purchased if you, and any intended recipient, satisfy the legal age requirement for that Product. We are not legally allowed to supply these Products to you if these age requirements are not satisfied. As such, if you are underage, please do not attempt to order these Products through our Site. Similarly, it is against the law to order such age restricted Products for someone under the required age. The main requirements are that you / the recipient must be:

7.3.1. at least 18 years of age for you to purchase any alcoholic beverage or tobacco-based Product; and

7.3.2. at least 18 years of age for you to purchase kitchen knives or similar bladed Product.

We reserve the right to include age-restrictions for additional Products on the Product's listing on the Site.

7.4. Volume restrictions. Some of our Products can be very popular. As such, to make sure as many of our customers can enjoy them as possible, we reserve the right to limit the number of Products that can be included in an order or by ordered by any individual user of our Site.

7.5. Wine. We make every effort to deliver the same vintage wine as the one advertised, however occasionally this may vary.

7.5.1. Closure and packaging may also vary from the image shown.

7.5.2. Due to variations in the wine-making process the actual Alcohol By Volume (ABV) of the wine you receive may vary by +/- 0.5% compared with the ABV shown in the images on our site.

7.6. Scottish and Welsh Minimum Alcohol Pricing. On 1st May 2018 in Scotland and 2nd March 2020 in Wales, legislation was introduced that means that the pricing of alcohol must be at least 50p per unit. To ensure that we comply with the spirit of this legislation certain Products are not available for delivery to addresses in Scotland and Wales. These Products may still be available in store, but the prices and "Alcohol by Volume" or "ABV" measurements in our Scottish and Welsh stores may vary to the prices and "Alcohol by Volume" or "ABV" displayed online.

The addresses to which we can't deliver such Products is determined by reference to a list of postcodes. If you place an order for any such Products to be delivered to such an address then they will be removed from your order and their value refunded to you. You will receive an e-mail explaining what has happened. We will still look to deliver any other Products in your order.

7.7. Product prices shown on our site may differ from those in select stores in the London area such as Aldi Balham.

8. Our rights to make changes

8.1. Minor changes to your order. We may change the Product you order:

8.1.1. to reflect changes in relevant laws and regulatory requirements (including the Scottish and Welsh Minimum Alcohol Pricing laws, see Clause 7.6 above for more detail); and/or

8.1.2. to implement minor technical adjustments and improvements, for example to address a security threat.

8.2. More significant changes. In addition to Clause 8.1 above, we may make more significant changes to the Products you order, but if we do so we will notify you and you may then contact us to end the contract and receive a refund before the changes take effect.

9. Fulfilling your order

9.1. Delivery Costs. The costs of delivery will be as displayed to you on our Site. These will be added to the costs of the Products which you are ordering.

9.2. Delivery Address. Subject to the delivery restrictions shown on our Site and in these Terms of Sale, delivery will be made to the address specified by you when you place your order.

9.3. Delivery Restrictions. We only deliver to England, Wales, Scotland, Scottish Highlands, Shetland Islands, Isle of Man and Isle of Wight. Selected postcodes and locations (such as caravan parks, camp sites and holiday homes) may also be excluded. Selected postcodes and locations may also be excluded for the delivery of oversize products.

9.4. When we will fulfil your order. We will let you know an estimated delivery date of when to expect your order to be delivered by, or when it will be available for you to collect, during the order process. Please note that any delivery times provided are only estimates and cannot be guaranteed.

9.5. Contacting you about deliveries. We, or our carrier companies, may contact you by phone, SMS or e-mail to confirm the despatch of, arrange the delivery of, or otherwise discuss, Products which you order from our Site.

9.6. Multiple Deliveries. If your order contains a variety of medium and large Products, these may arrive in multiple deliveries; however you will only be charged one amount for delivery at check-out. Parcel information will be available via the 'Track my order' page as individual parcels leave our warehouse. To see the full contents of your order please refer to your order confirmation email.

9.7. Access to your premises. Please note that it is your responsibility to ensure that the Products which you order can be delivered to your premises.

9.8. We are not responsible for delays outside of our control. If our fulfilment of your order 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 cancel the order and receive a refund for an order you have paid for but not received.

9.9. CollectPlus. CollectPlus locations will keep your order in store for 10 days after they have arrived. If the order is not collected within those 10 days, we will assume it is unwanted, cancel the order and issue a refund to your original payment method, in accordance with Clause 10.3 (Exercising your right to change your mind).

9.10. Receipt of the Products. By placing an order for delivery through our Site to an address, you authorise us to deliver to one of the following recipients:

9.10.1. any person present at that address at the time of delivery; or

9.10.2. if there is no one at that address, and we are unable to contact a neighbour, deliver the Products in accordance with Clause 9.12 below.

Your Products will be considered to be delivered once any of these steps are completed.

9.11. Receipt of age-restricted Products. We reserve the right to request proof of age from the person signing for the delivery. In the event that we are not satisfied that the recipient of the Products is old enough to order, consume or use the Product we may refuse to deliver the Products and either seek to re-arrange delivery or cancel the Order. We will have no liability to you in the event that we cancel the Order in these circumstances.

9.12. If you are not at home when the order is delivered. If no one is available at your address or your neighbour's address to accept delivery and the contents of your order cannot be posted through your letterbox, our carrier will either:

9.12.1. leave the Product in what they believe to be a safe place and put a card through your letterbox explaining where the Product has been left; or

9.12.2. leave you a notification that delivery was attempted and advise you of an automatic re-attempt, or any steps that you should take to collect your Product or re-arrange delivery.

9.13. If you do not re-arrange delivery. If you do not collect your order from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery, we will contact you for further instructions and may charge you for delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may cancel your order and Clause 10.3 (Exercising your right to change your mind) will apply.

9.14. Your legal rights if we deliver late. You have legal rights if we deliver any Products late. If we miss the delivery deadline for any Products then you may treat the contract as at an end straight away if any of the following apply.

9.14.1. we have refused to deliver the Products;

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

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

9.15. Setting a new deadline for delivery. If you do not wish to treat the contract as at an end straight away, or do not have the right to do so under Clause 9.14 above, you can give us a new deadline for delivery, which must be reasonable, and you can treat the contract as at an end if we do not meet the new deadline.

9.16. Ending the contract for late delivery. If you do choose to treat the contract as at an end for late delivery under Clause 9.15 above, you can cancel your order for any of the Products or reject Products that have been delivered. If you wish, you can reject or cancel the order for some of those Products (not all of them), unless splitting them up would significantly reduce their value. After that we will refund any sums you have paid to us for the cancelled Products and their delivery. If the Products have been delivered to you, you must either return them to us or allow us to collect them from you. See Clauses 11.1 and 11.2 (How to return Products) for details of how to return Products to us.

9.17. What will happen if you do not give the required information to us.

9.17.1. We may need certain information from you so that we can supply the Products to you. If this is the case, we will contact you to ask for this information.

9.17.2. If you do not give us the required information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either:

(a) end the contract (and Clause 13.3 (You must compensate us if you breach the contract) will apply); or

(b) make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result.

9.17.3. We will not be responsible for supplying the Products late, or not supplying any part of them, if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

9.18. When you become responsible for the contents of your order. The Products which you order belong to you, and are your responsibility, from the time that we deliver them in accordance with these Terms of Sale.

9.19. When you own the Products. You own the Products after the goods have been transferred during a successful delivery.

10. Your rights to cancel the order

10.1. Cancelling an order because your Product is faulty or misdescribed.

10.1.1. Legal duty. We are under a legal duty to supply Products that are in conformity with these Terms of Sale. This means Products must be as described, fit for purpose and of satisfactory quality.

10.1.2. Perishable Products. We are not under an obligation to replace perishable Products unless they are faulty or have been misdescribed on our Site.

10.1.3. Legal Rights. During the expected life of your Product your legal rights entitle you to the following:

(a) up to 30 days: if your Product is faulty, then you can get a refund.

(b) up to 6 months: if your faulty Product cannot be repaired or replaced, then you are entitled to a full refund, in most cases.

(c) up to 6 years: if the Product can be expected to last up to 6 years you may be entitled to a repair or replacement, or, if that does not work, some of your money back.

10.1.4. Extended rights offered by ALDI. In addition to your legal rights under Clause 10.1.3 above, we offer our UK customers the following additional rights in respect of faulty or misdescribed Specialbuy Products:

Legal right

30 day period to get a refund (without the need to accept repair / replacement).

How our policy is more generous

60 day period to get such a refund (so long as you have proof of purchase, a returns note and the original packaging).

10.2. Cancelling an order because of something we have done or are going to do. If you are cancelling an order for a reason set out at Clause 10.2.1 to 10.2.4 below, the contract between us will end immediately and we will refund you in full for any Products which have not been provided. The reasons are:

10.2.1. we have told you about an upcoming change to the Product or these Terms of Sale which you do not agree to, see Clause 8.2 (More significant changes);

10.2.2. we have told you about an error in the price or description of the Product you have ordered and you do not wish to proceed;

10.2.3. there is a risk that supply of your order may be significantly delayed because of events outside our control; and

10.2.4. you have a legal right to cancel your order because of something we have done wrong.

10.3. Exercising your right to change your mind.

10.3.1. Consumer Contracts Regulations 2013. For most Products bought online you have a legal right to change your mind within 14 days and receive a refund. Nothing in these Terms of Sale affects that legal right of return.

10.3.2. Extended rights to change your mind offered by ALDI. In addition to your legal rights under Clause 10.3.1 above, we offer our UK customers the following additional right to change your mind:

Legal right

14 day period to change your mind.

How our policy is more generous

60 day period to change your mind.

In order to take advantage of this extended right to change your mind the Products you return must be returned:

(a) in resalable condition and in the supplied packaging when they are sent back to us;

(b) if part of a multi-part set, with all parts of the multi-part set; and

(c) with the returns form enclosed with the Products on delivery.

See Clauses 11.1 and 11.2 (How to return Products) for details of how to return a Product to us.

10.3.3. How long you have to change your mind. The time periods set out in this Clause 10.3 begin the day after you receive your order, unless a single order is split into several deliveries over different days, in which case it begins the day after you receive the last such delivery.

10.3.4. When you do not have the right to change your mind. You do not have a right to change your mind in respect of:

(a) any perishable Products;

(b) any Products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them;

(c) any sealed audio, sealed video recordings, or sealed computer software, once these Products are unsealed after you receive them; and

(d) any Products which become mixed inseparably with other items after their delivery.

10.4. Cancelling or changing your order where we are not at fault and there is no right to change your mind. If you do not have any other rights to cancel or change your order, you can still contact us before your order is dispatched and tell us you want to cancel or change it. In these circumstances:

10.4.1. we will refund any sums paid by you for products we do not provide to you; and

10.4.2. we reserve the right to charge, or deduct from any refund, the sums due for any wasted deliveries which result from the cancellation / change.

10.4.3 Hampers are excluded from our extended 60 day returns policy. You have a 14 day period to change your mind, in line with your legal right.

11. Returning products

11.1. How to return 'Specialbuy' Products. If you are within the relevant time period for a return then, to return 'Specialbuy' Products to us simply complete the returns note enclosed with your order and:

11.1.1. return the Product to us at one of our stores along with the returns note;

11.1.2. affix the pre-paid Royal Mail return label included with your Product to your packaging and return the Product (including the returns note) to your nearest Royal Mail drop-off point;

11.1.3. in the case of CollectPlus collections, affix the pre-paid CollectPlus return label included with your Product to your packaging and return the Product (including the returns note) to your nearest CollectPlus location; or

11.1.4. in the case of large items (parcels over 90x50x50cm weighing over 15kg):

(a) call customer services to arrange a collection; and

(b) make the Product (including the returns note) available for us to collect at the agreed time and place.

11.2. How to return alcoholic Products (e.g. wine, hampers and gift boxes). If you are within the relevant time period for a return then, to return alcoholic Products to us simply contact our Customer Services Team to arrange a collection / return on 0800 042 0800 or using the details in Clause 3.1 (Contacting our Customer Service Team).

11.3. Packaging Returns. If it is still suitable for transportation, Products should be returned in all the packaging in which they were originally provided. If the original packaging has been damaged or is otherwise no longer suitable then you will need to repackage the Products in an appropriate box.

11.4. Return locations. For your nearest:

11.4.1. ALDI store, please use our [store finder](#);

11.4.2. Royal Mail Post Office, please visit www.postoffice.co.uk/branch-finder; and

11.4.3. CollectPlus location, please visit www.collectplus.yodel.co.uk

11.5. Return / Collection of rejected Products. If you reject Products we may require you to return them to us in accordance with Clauses 11.1 and 11.2 above.

11.6. When we will pay the costs of return. We will pay the costs of return:

11.6.1. if Products included in your order are faulty or misdescribed;

11.6.2. if you are cancelling the order because we have told you of an upcoming change to the Product or these Terms of Sale, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong; and

11.6.3. if you have changed your mind in accordance with Clause 10.3 (Exercising your right to change your mind).

In all other circumstances, you must pay the costs of return.

11.7. How we will refund you. Please note:

11.7.1. we will refund you by the method you used to make payment (the exception to this is the return of Specialbuys products to stores where, due to technical limitations, we will ask that we refund you in cash regardless of the method you used to make payment);

11.7.2. we may make deductions from the refund, as described in Clause 11.8 below;

11.7.3. we may defer any refunds until such point as we have received:

(a) the returned or rejected Product back from you; or

(b) evidence that you have sent the Product back to us.

11.7.4. you should allow two weeks for Products to be collected from your home or returned to us by the Royal Mail or CollectPlus networks; and

11.7.5. we will send you an email once your refund has been processed, please note refunds are processed the next working day however it may take up to ten working days to be shown in your account, depending on your card issuer.

11.8. Deductions from refunds.

11.8.1. If the products that are returned have been tampered with or a successful return has been prevented in some way by you, our Customer Services department will contact you to discuss your options.

11.8.2. In particular, if you are exercising your right to change your mind we may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the Products, if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the Products and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.

11.9. How we will provide replacement Products.

11.9.1. Where you are unhappy with the quality of a Product you have received, you should contact our Customer Services Team on 0800 042 0800 or using the details in Clause 3.1 (Contacting our Customer Service Team).

11.9.2. Where the Customer Services Team agree to provide you with a replacement Product (a "Replacement"), you must either:

(a) return the original Product within 30 days' receipt of your Replacement; or

(b) where we have requested that you do so, make the original Product available for collection within 30 days' receipt of your Replacement;

11.9.3. Where the original Product is not returned to us (or made available for collection where we have requested) within 30 days' receipt of a Replacement, you may be charged the full sale price for the Replacement. [We will contact you around the expiry of the returns period to let you know if we are intending to charge you in this way]; and

11.9.4. Unless otherwise agreed with our Customer Services Team, we will send any Replacement to the delivery address used for the original Product."

12. Warranties

12.1. Warranties. Once the 60 day return period described in Clause 10 above has expired, ALDI does not offer an exchange or refund if you simply change your mind. However, certain Products may be offered with warranties which extend your rights to obtain repairs or replacements for the Products from anything to 12 months to 5 years. As such, if your purchase has a warranty, falls outside the 60 day return period, and is faulty, then we recommend that you contact the manufacturer's helpline for assistance and an experienced operator will take you through your options.

12.2. Further warranty information: For further warranty information please refer to:

12.2.1. any warranty documentation or manuals provided with your Products;

12.2.2. if available, the information plate on the back of your Product; or 12.2.3. the "Customer Services" section of our Site.

12.3. Proof of Purchase. Please note that proof of purchase will be required for any warranty claims and it will speed things up for you if you have this to hand when you contact the Product's manufacturer.

12.4. Customer Services Team. Please contact our Customer Services Team if you have any problems claiming under a Product warranty. Their contact details are set out in Clause 3.1 (Contacting our Customer Service Team).

13. Our rights to cancel your order

13.1. Your order constitutes a binding contract between you and us. We may cancel your order if you breach any of these Terms of Sale. We may cancel your order at any time by notice in writing to you if you do not, within a reasonable time, allow us to deliver your order to you or collect it from us.

13.2. In addition to any other rights of cancellation that we may have, we reserve the right to reject and/or cancel any order at any time with or without notice if the customer is found to be (or we suspect the customer of) reselling the Products for commercial gain.

13.3. You must compensate us if you breach the contract. If we cancel your order as described in Clause 13.1 above, we will refund any money you have paid in advance for Products we have not provided but we may deduct or charge you for the cost of the failed delivery.

13.4. We may withdraw or recall Products.

13.4.1. We may write to you to let you know that we are going to withdraw or recall a Product because we need to, for example, investigate potential fraud or a possible health and safety issue.

13.4.2. While it is rare for us to need to do so, we take product safety and the security of our customers very seriously and as such need this right to withdraw or recall Products to investigate any such concerns which come to our attention.

13.4.3. We will give you as much notice as possible of such a withdrawal or recall. We will refund any sums you have paid in advance for Products which will not be provided.

14. Price and payment

14.1. Where to find the price for each Product. The price of each Product you add to your order (which includes VAT where applicable) will be the price indicated on the order pages when you place your order. We take all reasonable care to ensure that the prices shown to you are correct. However please see Clause 14.2 below for what happens if we discover an error in the price of any Product you order.

14.2. What happens if we get the price wrong. It is always possible that, despite our best efforts, we may indicate an incorrect price on our Site.

We will normally check prices before accepting your order so that, where the Product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount.

If the product's price at the time of Pre-Order is higher than the price at the time of dispatch, we will refund you the difference.

14.3. When and how you must pay.

14.3.1. We accept payment with Visa Debit, Visa Credit, Maestro (international and UK Domestic), JCB, MasterCard, American Express, Apple Pay and Google Play.

Apple Pay and the Apple Pay logo are trademarks of Apple Inc.

Google Play and the Google Play logo are trademarks of Google LLC.

14.3.2. We do not currently accept payment by cash, cheque, "Paypal" or BACS.

14.3.3. We will take payment when you click the 'Pay Securely' option during the order process. This will typically show on your bank statement within 48 hours.

14.3.4. Problems or delays in payment may result in delays in the processing of your order and subsequent delivery times.

14.3.5. We reserve the right to check the validity of the credit or debit card, its credit status in relation to the order value and whether the address data of the purchaser is correct. We may refuse or cancel orders depending on the result of these checks.

14.4. Online vouchers and promotional codes.

14.4.1. If you have an online voucher or promotional code to use in conjunction with your purchase you will be given the opportunity to enter it on the order pages when you place your order.

14.4.2. Online vouchers and promotional codes:

- (a) remain the property of ALDI, and unless otherwise stated on the online voucher / promotional code:
- (i) may only be used once per customer and delivery address;
 - (ii) cannot be used in ALDI stores;
 - (iii) cannot be returned, refunded, exchanged for cash, used to obtain cash back, or used to purchase gift cards; and
 - (iv) once received by the original recipient, may not be resold, copied, reproduced, published, shared on social media or otherwise distributed in any form;
- (b) will not give rise to any liability for ALDI if they are lost, stolen or damaged;
- (c) may have their value reduced if they exceed the value of the order against which they are redeemed (so we are not required to issue a further online voucher / promotional code for any difference between the stated value of the online voucher / promotional code and the value of any Products purchased with them);
- (d) may be limited to particular Products, which are subject to availability. Stocks may be limited. We reserve the right to propose a substitute Product or decline such online voucher / promotional codes if the relevant Product is not available;
- (e) may be limited to a maximum number of uses (whether in respect of the individual online voucher / promotional code or in respect of the overall promotion to which they relate). We reserve the right to decline such online vouchers / promotional codes once any such limit is reached;
- (f) may be subject to additional terms and conditions provided with the online voucher or promotional code itself (such as limitations on when it may be used or minimum order values); and
- (g) may be withdrawn by ALDI, without liability, in the event that we suspect they are being used fraudulently, illegally, or otherwise in breach of these terms.

14.5. We may pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we supply the Product, we reserve the right to adjust the rate of VAT that you pay, unless you have already paid for the Product in full before the change in the rate of VAT takes effect.

15. Our responsibility for loss or damage suffered by you

15.1. We are responsible to you for foreseeable loss and damage caused by us. Subject to Clauses 15.2 to 15.4 below, if we fail to comply with these Terms of Sale, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

15.2. We are not liable for spillages. Wine (particularly red wine) can be difficult to get out of clothes and furniture. We encourage you to be careful when opening our Products (particularly champagne!). We will not be liable for staining, spillages, breakages or similar damage caused by any Products which you order.

15.3. We are not liable for business losses. We only supply your order for domestic and private use. If you use your order for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

15.4. We are not liable for bank charges. We are not responsible for any charges or other amounts which may be applied by your card issuer or bank or payment method provider as a result of:

- 15.4.1. our processing of your credit/debit card payment or other method of payment in accordance with your order; or

- 15.4.2. us being located in the United Kingdom.

16. How we may use your personal information

16.1. Key information regarding how we will use your personal information. We will use the personal information you provide to us:

- 16.1.1. to supply your order to you;

- 16.1.2. to process your payment for your order; and

16.1.3. if you agreed to this during the order process, to inform you about similar Products that we provide, but you may stop receiving these at any time by contacting us.

16.2. Privacy Notice. Full details on how we use your personal information can be found in our [Privacy Notice](#). You consent to such processing by using our Site and placing orders for Products.

17. Other important terms

17.1. We may transfer this agreement to someone else. We may transfer our rights and obligations under these Terms of Sale to another organisation. We, in particular, may engage third-party carriers to deliver, or make available for collection, the Products which you order. Such transfers will not affect your rights under these Terms of Sale.

17.2. You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee). You may only transfer your rights or your obligations under these Terms of Sale to another person if we agree to this in writing. However, you may transfer the extended rights under Clause 10.3.2 (Extended rights offered by ALDI) to a person who has acquired the Product. We may require the person to whom such rights are transferred to provide reasonable evidence that they are now the owner of the relevant Product.

17.3. Nobody else has any rights under this contract. These Terms of Sale are not intended to benefit, or be enforceable by, any third party (except as explained in Clause 17.2 above). Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these Terms of Sale.

17.4. The laws which apply to this contract and where you may bring legal proceedings. These Terms of Sale are governed by English law and you can bring legal proceedings in respect of your order in the English courts. If you live in Scotland you can bring legal proceedings in respect of your order in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of your order in either the Northern Irish or the English courts.

If you placed your order prior to the 14th November 2016, please use these [Terms and Conditions](#).

If you placed your order between 14th November 2016 and 22nd March 2017, please use these [Terms and Conditions](#).

If you placed your order between the 22nd March 2017 and the 29th March 2017, please use these [Terms and Conditions](#).

If you placed your order between the 29th March 2017 and the 2nd October 2017, please use these [Terms and Conditions](#).

If you placed your order between the 2nd October 2017 and the 20th October 2017, please use these [Terms and Conditions](#).

If you placed your order between the 21st October 2017 and the 30th April 2018, please use these [Terms and Conditions](#).

Content Management Policy

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1. Introduction

1.1. This Content Management Policy sets out the terms between you and us under which you may submit content and reviews (meaning text, images, audio material, video material and audio-visual material) to our website www.ALDI.co.uk and our associated domains (our "Site"). This Policy applies to all users of, and visitors to, our Site.

1.2. This Content Management Policy does not require that the reviews posted on our Site are all positive. We simply wish to ensure that it is appropriate for our visitors and reflect the genuinely-held views of our customers.

1.3. Your use of our Site means that you accept, and agree to abide by this Policy, which supplements our [Terms of Use](#).

2. Who we are

2.1. We are ALDI Stores Limited. We are registered in England & Wales under registration number 02321869. Our registered address is Holly Lane, Atherstone, Warwickshire, CV9 2SQ. Our VAT number is GB813053468.

3. Contacting Us

3.1. We welcome questions and comments regarding this Content Management Policy. If you would like to contact us please refer to the "[Contact Us](#)" page of our Site.

4. Changes to this Content Management Policy

4.1. We may revise this Content Management Policy at any time by amending this page. We recommend that you check this page from time to time to take notice of any changes we make, as they are binding on you if you continue to use our Site after such a change has been made.

This Content Management Policy was last updated on 21/12/2015.

5. Reviews

5.1. Registered users of our Site may post reviews of our products using the review functionality provided on our Site. Please note we only accept reviews from registered users as this helps to ensure that people post their reviews responsibly.

5.2. Reviews posted to our Site will be moderated (either by us or by a third-party acting on our behalf) before publication to try and ensure compliance with this Policy.

5.3. We aim to publish reviews within 48 hours of their submission, but we reserve the right not to publish or to remove any posting you make if, in our opinion, your review does not comply with our [Terms of Use](#) or this Content Management Policy.

6. Content Standards

6.1. Content must:

- be accurate (where it states facts);
- accord with generally accepted standards of etiquette and taste;
- be genuinely-held (where it states opinions); and
- comply with applicable law in the UK and in any country from which it is posted.

6.2. Content must not:

- refer to ALDI Products other than, where applicable, the product under review;

- refer to ALDI's competitors, non-ALDI products, or the wider ALDI brand;
- constitute spam;
- give the impression of a connection between you and ALDI if this is not the case;
- relate to a product which you are not personally old enough to review (i.e. while accounts can be set up by a user who is 14 years old such users should not comment on products which have a higher minimum age of purchase (such as wine));
- consist of or contain any instructions, advice or other information which may be acted upon and could, if acted upon, cause illness, injury or death, or any other loss or damage;
- promote or depict, obscene or sexually explicit material, violence or discrimination based on any characteristic;
- infringe any third party's legal rights (including any copyright, moral right, database right, trade mark right, design right, right in passing off, or other intellectual property right);
- be submitted in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- be submitted using an account which has been set up using incorrect or materially inaccurate information;
- be submitted using another user's account;
- be libellous, defamatory, maliciously false, harassing, embarrassing or threatening;
- impersonate any person, or misrepresent their identity or affiliation with any person (including discrediting, removing or falsifying author credits from any content uploaded);
- be, or have ever been, the subject of any threatened or actual legal proceedings or other similar complaint;
- be fraudulent, have a fraudulent purpose or effect, be in contempt of any court, or in breach of any court order; or
- endorse, or imply ALDI's endorsement of, any political party.

7. After submitting your review

7.1. We reserve the right to edit or remove any review submitted to our Site, stored on our servers, or hosted or published on our Site (whether or not made in compliance with this Policy), for any reason and without notice.

7.2. By submitting your e-mail address in connection with any content you submit on the Site, you agree that ALDI and its selected third party service providers may use your e-mail address to contact you about that content and/or for related administrative purposes.

Further details can be found in our [Privacy Notice](#), which sets out the terms on which we process any personal data we collect from you, or that you provide to us.

8. Breach of this Content Management Policy

8.1. We will determine, at our absolute discretion, whether there has been a breach of this Content Management Policy through your use of our Site.

When a breach of this Content Management Policy has occurred, we may take such action as we deem appropriate.

8.2. Failure to comply with this Content Management Policy constitutes a breach of the Term of Use upon which you are permitted to use our Site, and may result in our taking all or any of the actions listed in those Terms of Use.

9. Questions about content

9.1. We will use reasonable efforts to moderate and remove content posted to our Site which violates this Content Management Policy. However, comments relating to you or your business may still be posted on our Site. You may feel that such comments are critical, defamatory or otherwise unlawful. Please refer to the "[Contact Us](#)" page of our Site if you would like to contact us to discuss any of the content on our Site.

10. Law and jurisdiction

10.1. This Policy is governed by English law and you can bring legal proceedings in respect of it in the English courts. If you live in Scotland you can bring legal proceedings in respect of it in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of it in either the Northern Irish or the English courts.