

# *Terms & Conditions*

*This price list supersedes all previous lists and is issued subject to availability of stock, and to exchange, duty and market fluctuations*

## **PRICES**

1. These are quoted per unit including V.A.T. at 17.5%. and subject to quantity allowances as agreed.
2. All goods are offered subject to remaining unsold, and we reserve the right to alter prices/vintages without notice.

## **CREDIT ACCOUNTS**

3. All accounts must be settled before the 25<sup>th</sup> of the month following the date of invoice. In the event of a customer not having settled a previous account or any part thereof, the current invoice rendered is payable forthwith. If accounts are not settled within our terms, we reserve the right to replace any discount by a settlement discount. We also reserve the right to charge interest on overdue accounts at the rate of 2.5% per month for each month or part thereof.
4. We reserve the right to charge £25 each time a cheque is represented, or direct debit is refused and £50 should a cheque be returned. Cash received will be applied to clear these and interest charges before invoices for goods, which will be cleared in chronological order.

## **TITLE**

5. a. The goods shall remain the Seller's property until the Buyer has paid all sums due from it to the Seller. Until that time the Buyer shall hold them as bailee, store them in such a way that they can be identified as the Seller's property, and keep them separate from the Buyer's own property and the property of any other person.
  - b. Although the goods remain the Seller's property until paid for, they shall be at the Buyer's risk from time of delivery and the Buyer shall insure them against loss or damage accordingly (and in the event of such loss or damage shall hold the proceeds of such insurance on behalf of the Seller as trustee for the Seller).
  - c. The Buyer's right to possession of the goods shall cease if:
    - i. the Buyer has not paid for the goods in full by the expiry of the credit period allowed by this contract, or
    - ii. the Buyer is declared bankrupt or makes any proposal to his creditors for a composition or other voluntary arrangement, or
    - iii. a receiver, liquidator or administrator is appointed in respect of the Buyer's business.
  - d. On cessation of the Buyer's right to possession of the goods in accordance with this clause the Buyer shall at his own expense make the goods available to the Seller to repossess them.
  - e. The Buyer hereby grants the Seller, his agents and employees an irrevocable license to enter any premises where the goods are stored in order to repossess them or inspect them at any time.
    - i. In the event that the exercise by the Seller of the rights conferred by this clause result in the Seller repossessing goods for which the Buyer has paid, the Seller may set off against any sums which become due from him on that basis, any sums due from the Buyer in respect of other
    - ii. The Seller retains ownership in all goods delivered as against the Buyer until either the full purchase price for those goods has been paid or until all debts owed by the Buyer to the Seller have been paid but if the goods are sold then the Seller acquires ownership of the proceeds of sale and until property and the goods passes from the Seller to the Buyer the entire proceeds of such sale or otherwise of the goods shall be held in trust for the Seller and shall not be mixed with any money of the Buyer or paid into any overdrawn bank account and shall be at all material times indemnified as the Seller's money.
    - iii. The Buyer shall promptly deliver the prescribed particulars of this contract to the Registrar in accordance with the Companies Act 1985 Part XII as amended. Without prejudice to the other rights of the Seller, if the Buyer fails to do so, all sums whatever owing by the Buyer to the Seller shall forthwith become due and payable.

## **6. DELIVERY**

Within our local delivery area delivery is free on orders of 12 bottles of mixed wine and spirits or orders with a value greater than £100. All other deliveries will be charged at £6 per consignment up to 11 bottles or under £100. Outside our local delivery area there will be a £8 charge per 12 bottles. We will endeavour to deliver within 10 working days of receiving orders. Orders of more than £500 will be delivered free of charge. Excluding Scottish Highlands, Mid and Central Wales, Ireland and the isles where prices are quoted on a separate basis.

#### **7. BOOKING CHARGE FOR SMALL ORDERS**

Due to high clerical costs and postage, etc., we reserve the right to impose a booking charge on small orders of less than twenty-four bottles of Wines and Spirits.

#### **8. CLAIMS**

No claims for losses or breakages will be allowed unless notified to ourselves (and Carrier if appropriate) **within two working days** of receipt of goods.

#### **9. CELLARAGE**

Storage is charged at the rate of £7.50 per Dozen including VAT per year or part year. Insurance at purchase price is included when the wines are purchased from us. Customers who wish to insure at replacement cost should make their own arrangements. We require 5 days notice of removal of wines from our Reserve Cellars/Bond.

#### **10. SALE OR RETURN**

If a sale or return contract is accepted, the goods will be invoiced before delivery/collection and it is understood that we will only receive back for credit up to 25% in value. Returned Goods can only be given credit if returned in the original condition and of current vintage and dressing.

#### **11. GLASSES**

Glasses are loaned on condition that are returned clean and ready to be used again. A deposit of £10 per tray is charged for loan glasses which is refundable on return (Should a glass or glasses be unclean/not fit for immediate reuse only half the deposit will be returned)

#### **11. E&OE**