

Terms and Conditions of Sale

Prices

Prices are in Euro or GBP per case (12x75cl or 6x150cl) as indicated and are exclusive of VAT and duty unless otherwise indicated. Selling prices do not include any delivery charges, are provisional and subject to our confirmation, upon acceptance of order

Payment

Payment is due on invoice, and may be preferably made by bank transfer or else UK cheque. Until all sums due to us have been paid we shall be entitled to retain possession of any goods to which you would otherwise be entitled. If any payment is overdue we shall be entitled to cancel any outstanding trade and/or suspend deliveries/collections. Overdue sums carry interest from the date when payment becomes due at 5% per annum above the base rate of Royal Bank of Scotland plc from time to time.

Title and Risk

We shall retain title to all goods sold by us until all the sums due from you in respect of any order have been paid. Risk in all goods shall pass to you as soon as they have been delivered or when we notify you that they are available for collection.

Delivery

We will notify you once wines are available for collection. Alternatively, national or international transport may be arranged by us as your agent, at costprice.

Acceptance

You undertake to inspect all goods when collecting or immediately on delivery and to notify ourselves or the carrier forthwith of any shortage or damage or other deficiency. You will be deemed to have accepted the goods as satisfying your order three days after collection/delivery, and thereafter will not be entitled to reject wines for any reason.

Default

If any payment is overdue for 14 days or the goods have not been collected within three months of being available, or there is an earlier indication from you that payment will not be made or the goods will not be collected, we shall be entitled to send written notice to the invoice address of our intention to deal with, sell or otherwise dispose of the goods and 7 days thereafter we shall be at liberty to do so unless payment in full is received or the goods are collected before the close of business on the seventh day. Any method of resale is entirely at our discretion.

Upon resale you will receive a credit of 80% of the lower of the net proceeds of the resale and the price of our original sale to you. Any balance after the credit shall remain payable by you and shall continue to carry interest.

The existence of this right does not effect any other remedies we would have.

Force Majeure

We shall not be liable for any failure to meet our obligations occasioned by circumstances beyond our reasonable control.

Description/Quality

We undertake the proper safekeeping and storage of wines in our possession and will act in good faith when purchasing wine, but we will not be responsible for the state and condition of wines or whether the wine corresponds to the qualities which might be expected from its description.

Orders

The placing and accepting of oral orders shall form a contract on these terms, conditional upon our written confirmation of order which may be by the delivery of an invoice or purchase order.

Law

All our contracts are made under English Law and are subject to the exclusive jurisdiction of the English Courts.