



Storage Terms & Conditions

Definitions

“Billing Year” means 1st January to 31st of December or such other 12 month billing period as DWT may notify to the Customer from time to time;

“Business Day” means a day (other than a Saturday, Sunday or public holiday) when banks in the City of London are open for business;

“Customer” means the person, firm or corporation to whom DWT is providing the Services;

“Day Zero” means in respect of binding Instructions received by 12 noon on a Business Day, the date of receipt of the Instruction and for any Instructions received after 12 noon on a Business Day, the following Business Day.

“Goods” means goods owned by the Customer in respect of which the Customer has engaged DWT to provide the Services;

“HMRC” means HM Revenue & Customs;

“Instructions” means any instruction to provide Services given by the Customer or its authorised representative (whose details have been previously submitted to DWT) to DWT in writing by e-mail and received by DWT in respect of the Goods, regarding their delivery to DWT, despatch, storage, inspection, collection, transfer or general management and, where applicable, including all relevant HMRC documentation and hauler’s carrier’s movement guarantee number;

“DWT” means Ditton Wine Traders Limited whose registered office is at Suite 5 Claremont House, 22 – 24 Claremont Road, Surbiton, Surrey KT6 4QU (Company Registration Number 05046361);

“Rate Card” means DWT’s current rate card from time to time in force available on the Website or on request from DWT;

“Services” means the warehousing, despatch, storage, inspection, delivery, collection, transfer, or management services and other services provided from time to time by DWT to the Customer in respect of the Goods; and

“Website” means www.dittonwinetraders.co.uk.

These Terms & Conditions form a contract in relation to the provision of the Services by DWT to the Customer (the “Contract”) and whilst DWT operates under the standard Conditions of Contract of the United Kingdom Warehousing Association February 2002 (UKWA) and the Road Haulage Association Limited Conditions of Carriage 1998 (RHA), attention is drawn in particular to the exclusions and limitations of liability contained in those conditions, as amended below. In the event of any inconsistency between those conditions and these Terms and Conditions, the latter shall prevail.

The Customer warrants to DWT that it is the owner of the Goods and has the right to enter into this Contract.

1. INSTRUCTIONS

1.1 The Customer shall provide DWT with accurate and timely information in the Instructions.

1.2 Instructions shall not be binding on DWT until:

1.2.1 Any and all duty and VAT payable in respect of the release of the Goods from storage has been paid to and received by DWT; and

1.2.2 Actually received by DWT.

Once received, Instructions shall continue in full force and effect until cancelled or amended by the Customer in accordance with clause 1.6.

1.3 DWT may treat any Instructions as a new Instruction unless the Customer expressly notifies DWT that the Instructions in question are confirmation of earlier Instructions.

1.4 DWT may at its absolute discretion and without incurring any liability whatsoever refuse to act on any Instructions for any reason.

1.5 DWT shall use its reasonable endeavours to act on requests from a Customer for the cancellation or amendment of any Instructions prior to their execution and reserves the right to charge an administration fee in the event that costs are incurred by DWT as a result of such cancellation or amendment.

1.6 In the case of any Goods which are to be stored under bond, the Customer shall notify DWT prior to or upon receipt of the Goods in question of the full purchase price for the Goods in order to enable HMRC to calculate the Value Added Tax payable when the Customer withdraws the Goods from bond.

2 RECEIPT OF GOODS

2.1 DWT can only accept Goods on behalf of the Customer where an Instruction has been received by DWT and the Goods are accompanied by valid, appropriate delivery documentation, failing which DWT shall be entitled to return the Goods to sender.

2.2 Unless expressly instructed to do so, DWT will not open any cases received by it in order to verify the contents.

2.3 At the Customer's request, at the rate specified in the Rate Card, DWT will open cases to record and verify the labels match the description in the delivery documentation and the outside of the case and shall promptly notify the Customer of any discrepancies.

2.4 DWT will, at the Customer's request and for a charge per case according to the Rate Card undertake a condition report which will entail retrieving the case(s) from storage, photographing the case contents and sending the photographs to the Customer.

2.5 In any event, DWT cannot and do not check the authenticity of bottle labels or liquid in bottles received and cannot and do not check the quality of the contents, including liquid, labels and corks and will not accept liability for any deterioration of the condition of the Goods whilst in DWT's care.

3 COLLECTIONS

3.1 The Customer may supply DWT with Instructions for Goods to be collected in which case the Goods in question will be collected by DWT, at a charge, as soon as reasonably practicable. It is the responsibility of the Customer to package the Goods in a secure and suitable manner for transit. DWT shall have no liability for loss or damage however caused by incorrect packaging.

3.2 DWT cannot accept mixed cases i.e. cases that contain different wines.

4 STORAGE

4.1 DWT reserves the right to charge an additional handling charge in accordance with the Rate Card in respect of any Goods stored by DWT which have not been purchased from Ditton Wine Traders Limited.

4.2 Your wine will be held by our nominated warehouse keeper under our exclusive instructions and held in a sub-account in your own name, for the purposes of identifying it as your property. Title of the wine in your account remains with you.

5 DELIVERIES & COLLECTIONS

5.1 Unless otherwise agreed in writing and subject to the Customer's compliance with these Terms and Conditions, DWT's standard delivery criteria is three days after Day Zero, excluding Highlands/Borders, offshore deliveries and certain difficult postcodes, details of which can be provided on request.

5.2 Deliveries are typically made between 8 a.m. and 6 p.m. Mondays to Fridays.

5.3 DWT will agree the date and time for collection with the bonded warehouse where the Customer's wine is stored.

5.4 Orders requiring collection from DWT will be available for collection from DWT on the third Business Day after Day Zero. Any goods that have not been collected within three Business Days of the agreed collection date will be liable to be re-booked into stock in which case additional charges may apply in accordance with the Rate Card.

5.5 DWT will use all reasonable endeavours to fulfil Instructions within the delivery criteria specified in this clause 5. However DWT cannot accept liability for missed deliveries and reserves the right to alter delivery days by giving not less than 24 hours notice to the Customer.

5.6 DWT reserves the right to charge for redeliveries necessitated by the Customer's absence on the agreed delivery date.

5.7 It is a potential offence for DWT to deliver alcohol to an individual under the age of 18. DWT reserves the right to not deliver Goods where it believes the receiving person is under the age of 18.

5.8 The Customer shall be responsible for verifying that the Goods delivered are consistent with the Instruction and shall notify DWT of any errors, discrepancies, inconsistencies or deficiencies within 7 Business Days of receipt of the Goods in question.

6 CHARGES AND PAYMENT TERMS

6.1 DWT's charges are set out on the Rate Card. Goods received or removed from storage during any year will be charged pro rata in respect of the remaining months of the Billing Year. Storage charges will apply up to the time of collection or dispatch with a part month treated as a full month. All charges specified are exclusive of VAT which is payable in addition, where appropriate, as defined by relevant VAT legislation.

6.2 All rates and charges will be subject to an annual review and any increases will be notified to the Customer prior to the commencement of the Billing Year.

6.3 Customers are required to make payments to DWT in full, without deduction, set off or counter claim within 30 days from the date of DWT's invoice.

6.4 DWT reserves the right to refuse the release of Goods pending receipt of cleared funds to ensure that any outstanding debt owed by the Customer to DWT remains below the cost value of Goods in DWT's possession.

6.5 If the Customer fails to make any payment due to DWT under these Terms and Conditions by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 4% above the base lending rate of The Royal Bank of Scotland Plc from time to time. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount whether before or after judgment.

6.6 The Customer gives full authority and agrees that DWT may approach any third party in order to undertake credit references on the Customer at any time.

7 CLAIMS & LIABILITY

7.1 Where the Customer has failed to notify DWT of any shortage, discrepancy, inconsistency or deficiency in accordance with clause 5.9, DWT shall not be responsible for any shortage, discrepancy, inconsistency or deficiency brought to the attention of DWT at a later date.

7.2 Nothing in these Terms and Conditions shall limit or exclude DWT's liability for:

7.2.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; or

7.2.2 fraud or fraudulent misrepresentation.

7.3 Subject to clause 7.2:

7.3.1 DWT shall not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or for any indirect or consequential loss arising under or in connection with these Terms and Conditions; and

7.3.2 DWT's total liability to the Customer in respect of all other losses arising under or in connection with these Terms and Conditions, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the fees for the complete Billing Year preceding the loss.

7.4 Except as set out in these Terms and Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from these Terms and Conditions.

7.5 This clause 7 shall survive termination of these Terms and Conditions.

7.6 DWT shall not be liable for any act or omission or delay or non-performance of any of its obligations caused by events beyond DWT's power or control.

7.7 The Customer shall indemnify and hold harmless DWT against all damages, actions, claims, losses, costs (including all legal costs), taxes and expense that are suffered or incurred by DWT whether or not foreseeable or avoidable, which arise directly or indirectly from:

7.7.1 any breach or alleged breach by the Customer of these Terms and Conditions, or

7.7.2 fraudulent activities of, or misuse by the Customer, their employees, representatives or agents or persons and or parties passing themselves off as the Customer, their employees representatives or agents; or

7.7.3 incomplete, incorrect or inaccurate Instructions supplied by the Customer; or

7.7.4 the Customer's failure to pay any duty and VAT in accordance with clause 1.2.

7.8 DWT shall not be in breach of this Contract in the event of failure to make the Website available due to circumstances beyond its control.

8 INSURANCE

8.1 Whilst in the custody or control of DWT, the Goods will be insured by the nominated warehouse keeper, at full replacement value, for "All Risks" of accidental physical loss and or damage, subject to

standard policy terms conditions and acceptance which will contain exclusions, details of which are available on request (the "Policy").

8.2 We will account to you within 28 days for any proceeds of any insurance claim but will otherwise have no liability to make any payment in respect of any loss or damage unless this has been caused by a failure on our part to deliver the service. You will be responsible for providing any evidence of your loss required by insurers. We will use reasonable endeavours to assist your claim but will not be obliged to incur any costs to pursue it.

8.3 Subject to clause 7.3.2, DWT's liability for any accidental physical loss or damage shall be limited to replacing the Goods, where possible, failing which the market value of the Goods.

8.4 The Policy is intended to cover Customers for loss of Goods incurred during "day to day" business activities and not a major loss caused by some catastrophic occurrence. In the event of a claim exceeding the total sum insured, Customer's claims will be settled pro-rata in the proportion that the value of each Customer's Goods claim bears to the amount recovered under the Policy.

8.5 In the event of the Customer being in breach of DWT's payment term, the Policy will automatically cease to apply to the Goods without any notice to the Customer. DWT's failure to enforce this right shall not be construed or implied that DWT has previously or currently waived its rights to withdraw the Policy in accordance with this clause.

9 MIXED CASES

9.1 DWT accepts "mixed cases" for storage at case rates where permitted by HMRC in which case, the Goods in question will be photographed on arrival with DWT for insurance purposes.

10 TERMINATION

10.1 Without limiting its other rights or remedies, DWT may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment.

10.2 Without limiting its other rights or remedies, each party shall have the right to terminate the Contract by giving the other party one months' written notice.

10.3 On termination of the Contract for any reason:

10.3.1 the Customer shall immediately pay to DWT all of DWT's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, DWT shall submit an invoice, which shall be payable by the Customer immediately on receipt;

10.3.2 Subject to clause 11, DWT shall return all of the Goods to the Customer at the Customer's expense;

10.3.3 the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and

10.3.4 clauses which expressly or by implication have effect after termination shall continue in full force and effect.

11 RIGHT OF LIEN

11.1 DWT shall be entitled to retain sufficient Goods at all times to cover all outstanding monies owed by the Customer to DWT. In the event of failure by the Customer to pay any amount due to DWT, DWT may, without prejudice to its other rights and remedies against the Customer, give notice in writing to the Customer of its intention to sell or otherwise dispose of the Goods in question and, if no remedial action is taken by the Customer within 14 days of the date of such notice, DWT will be entitled to sell or otherwise dispose of the Goods in question. The proceeds of the sale or disposal shall be remitted to the Customer after deduction for all expense (including an administration charge) and all amounts due to DWT from the Customer.

11.2 In the event DWT has given notice to the Customer to remove any of the Goods from the custody or control of DWT (notice in accordance with condition 7(1) of UKWA having been given) and the Customer has failed to remove the Goods in question within 6 months of the date of such notice, DWT may give notice in writing to the Customer of its intention to sell or otherwise dispose of the Goods in question and, if no action is taken by the Customer within 28 days of the date of such notice, DWT will be entitled to sell or otherwise dispose of the Goods in question. The proceeds of the sale or disposal shall be remitted to the Customer after deduction for all expense (including an administration charge) and all amounts due to DWT from the Customer.

12 REMOVAL OF GOODS

12.1 The Customer may at any time remove the Goods from DWT's possession, provided all monies due to DWT by the Customer have been paid in full prior to the final release of Goods by DWT together with and suspended duty and VAT.

13 ASSIGNMENT AND SUBCONTRACTING

13.1 Neither party may assign this Agreement without the prior written consent of the other. DWT shall be entitled to subcontract its obligations under this Agreement.
party owned trademarks are acknowledged.

14 COMMUNICATIONS

14.1 Any notice or other communication required to be given by DWT or the Customer shall be in writing in the English language and shall be addressed as provided hereunder and may be:

14.1.1 personally delivered, in which case it shall be deemed to have been given upon delivery at the relevant address; or

14.1.2 if within the United Kingdom, sent by first class pre-paid post, in which case it shall be deemed to have been given two Business Days after the date of posting; or

14.1.3 sent by e-mail, in which case it shall be deemed to have been given when despatched, provided that any notice despatched by e-mail after 5 pm at the place where such e-mail is to be received on any day shall be deemed to have been received at 9 o'clock am on the next Business Day.

Either DWT or the customer may notify the other of any change to its address or other details in writing provided that such notification shall be effective only on the date specified in such notice and provided also that any new address shall be in the United Kingdom.

15. EFFECTIVENESS OF TERMS & CONDITIONS

15.1 These Terms and Conditions take effect from 1st January 2014 and supersede all previous versions.

15.2 Receipt of Goods by DWT is classed as acceptance of these Terms and Conditions by the Customer, unless otherwise agreed in writing by DWT.

15.3 DWT reserve the right to alter these Terms and Conditions subject to 28 days notice being given to the Customer.

15.4 These Terms & Conditions are the complete and entire agreement between DWT and the Customer and supersede any prior understanding or agreements (whether oral or written) regarding the subject matter. Should there be inconsistency or conflict between these Terms & Conditions and other published information or data, then these Terms & Conditions will superseded any such information.

15.5 This contract is governed by English Law and subject to the exclusive jurisdiction of the English Courts.
